

2050 S. 1400 E. #22
ST. GEORGE, UT 84790

DOC # 20060057948

Amended Restrictive Covenants 1 of 2
Russell Shirts Washington County Recorder
12/14/2006 10:22:22 AM Fee \$ 16.00 By ABBOTT RICHARD



**AMENDMENT TO THE DECLARATION OF THE
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FAIRWAY OWNERS ASSOCIATION**

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Fairway Owners Association is made pursuant to Article XII, Section 4, and executed this 14 day of DECEMBER, 2006, AND AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FAIRWAY (formerly Tamarack) PHASES 3, 4A, 4B, 4C and 4D, recorded May 1, 1991, as Entry No. 383057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto.

Article IX, Section 12 is hereby amended to read as follows:

ARTICLE IX – USE RESTRICTIONS

Section 14. Leasing/Rental Policy. No unit shall be rented, leased, or utilized for transient hotel purposes, commercial or vacation time share. Further, no Owner shall lease or rent less than his or her entire living unit. A renter or lessee may not sublet or allow a third party to occupy the unit. No dormitory type rentals are permitted. Any lease or rental agreement shall be in writing and must be presented to the Board of Trustees for approval prior to occupancy. All lease or rental agreements must be for a minimum period of twelve [12] months. An owner of a unit that is being leased/rented must provide a five hundred dollar [\$500] security deposit to the Association prior to move-in. The deposit is refundable in whole or in part, after deduction of any assessments, fines, and/or other charges. If the lessee moves out within the first twelve [12] months, the entire deposit will be forfeited.

Units in the Fairway Owners Association currently being leased or rented are units 7, 11, 19 and 23 and each shall be granted a grandfather status until the unit is sold. As each unit with grandfather status is sold, no further units will be allowed to be leased or rented, except for mitigating or hardship circumstances as follows: The Board of Trustees, in its sole discretion, shall be empowered to allow reasonable leasing/renting of units beyond the limitation set forth above, upon written application, to avoid undue hardship to the Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which [a] an Owner dies and the unit is being administered by his/her estate; [b] an Owner must relocate his residence and cannot, within ninety [90] days from the date the unit was placed on the market, sell the unit while offering it at a reasonable price no greater than its current appraised market value; [c] the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the unit; such absence not to exceed two [2] years; [d] the unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. The Owners who have demonstrated that the inability to lease their unit would result in undue hardship and have obtained the requisite approval of the Trustees may lease/rent their units for such duration as the Trustees reasonably determines is necessary to prevent undue hardship.

No unit may be leased/rented except as a single-family unit which is described as follows: A single family unit when used in the Declaration shall mean a group of not more than four [4] persons in a two bedroom unit or up to six [6] persons in a three

bedroom unit or larger, who are directly related either as spouses or significant others, parent and child, grandparent or grandchild, niece, nephew or as siblings. If the occupants of a unit are related only as siblings with no applicable factors disclosed prior to occupancy, no more that two such occupants may be less than twenty-one [21] years of age.

Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. In the event the Owner fails to remedy the default under their lease agreement, the Association is hereby appointed agent of the Owner and may initiate eviction proceedings against Tenant.

The Association must be notified, through it President or other Trustee, forty-eight [48] hours prior to any move-in or move-out. The unit owner shall provide a copy of a St. George City business license, if required by Code, to the President or other Trustee prior to leasing or renting the unit.

DATED THIS 14th DAY OF DECEMBER, 2006.

By Fairway Owners Association

Signature Richard G. Abbott

Print Name RICHARD G. ABBOTT

Title PRESIDENT

STATE OF UTAH

COUNTY OF WASHINGTON)

On this 14th day of December, 2006, before me personally appeared Richard G. Abbott, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President (Title) of Fairway Owners Association, a Utah corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its Board of Trustees, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its purposes.

Tara J. Jarvie
NOTARY PUBLIC

Address St. George, UT 84770

My commission expires May 31, 2009

