

---

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF SUPPLEMENTARY RESTRICTIONS  
FOR  
FAIRWAY TOWNHOMES**

This AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF SUPPLEMENTARY RESTRICTIONS FOR FAIRWAY TOWNHOMES ("Amendment") has been approved and adopted by Wardley Development Saratoga, Inc., a Utah corporation ("Declarant") and becomes effective when recorded with the Utah County Recorder's Office.

**RECITALS**

A. Fairway Townhomes is a planned development located in Saratoga Springs, Utah, as described on Exhibit A ("Property").

B. The Property is subject to certain covenants, conditions, and restrictions as provided in the "Amendment to Amend and Restated Master Declaration, Supplemental Declaration, Creation of Sub-Association, and Supplementary Restrictions for Fairway Townhomes at Saratoga Springs" as recorded on February 14, 2025 as Entry Number 11023:2025 with the Utah County Recorder, as amended ("Declaration").

C. The Declaration was first amended by and through the "Amendment to Amended and Restated Master Declaration, Supplemental Declaration, Creation of Sub-Association, and Supplementary Restrictions Pertaining Exclusively to Saratoga Springs Development Fairway Townhomes" as recorded on September 29, 2025 as Entry Number 74437:2025 with the Utah County Recorder.

D. Declarant desires to further amend the Declaration as provided below.

E. Section 16.1 of the Declaration authorizes the Declarant to amend the Declaration during the Period of Administrative Control.

F. The Period of Administrative Control has not been terminated.

G. This Amendment shall be binding upon the Property, including all Lots. See Exhibit A.

H. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

I. Except as otherwise provided herein, capitalized terms shall have the same meaning and effects as used in the Declaration.

J. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control. This Amendment shall also control over any conflicting provisions in the Articles or Bylaws.

### **AMENDMENT**

*Article XV of the Declaration entitled "Reinvestment Fee" is hereby amended to read as follows:*

### **ARTICLE XV**

#### **REINVESTMENT FEE**

15.1 Reinvestment Fee Covenant & Assessment. A Reinvestment Fee Covenant has been established pursuant to Utah Code §57-1-46 that obligates all "Transferees" (as defined below) of Lots to pay the Association a fee that benefits the Property. Unless otherwise determined by the Board, the reinvestment fee charged by the Association shall be the statutory maximum. The following terms shall govern Reinvestment Fees:

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Utah County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee not to exceed the maximum amount allowed under Utah Code §57-1-46.
- (b) The Association shall not levy or collect a Reinvestment Fee for: (i) any Transfer of a Lot made to the Association; (ii) any Transfer of a Lot made for estate planning purposes by a Lot's current Owner to a trust or other entity owned and controlled by the Owner as determined by the Board, (iii) any other Transfer of a Lot so exempted in Utah Code §57-1-46(8); or (iv) any Transfer of a Lot to the Declarant or from the Declarant to a Declarant related entity, as determined in the sole discretion of the Declarant.
- (c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall become part of the assessment to which such Owner and that Owner's Lot are subject and may be collected as an unpaid Assessment subject to the payment of interest and late fees.

**[LEFT BLANK INTENTIONALLY]**

**CERTIFICATION**

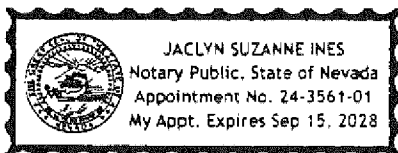
IN WITNESS THEREOF, the undersigned representative of the Declarant hereby certifies that the foregoing Amendment was duly approved pursuant to Section 16.1 of the Declaration.

**WARDLEY DEVELOPMENT SARATOGA, INC.**

By: [Signature]  
Its Authorized Representative

State of ~~Utah~~ Nevada )  
 ) : ss  
County of Clark )

On this 11 day of December 2025, personally appeared before me Cynn Wardley, who being by me duly sworn, did say that he/she is the Authorized Representative of Wardley Development Saratoga, Inc.; that said instrument was signed by him/her with full authority of the corporation; and that the foregoing information is true and accurate to the best of his/her knowledge.



[Signature]  
Notary Public

**EXHIBIT A**

**Legal Descriptions  
(55 Lots + 1 Common Area)**

All Lots/Units and Common Areas within the PLAT "A" FAIRWAY TOWNHOMES, as amended, according to the official plats on file with the Utah County Recorder.

**Lot Serial Numbers: 39:311:0001 through 39:311:0056**