

E 2505139 B 4939 P 603-614  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/12/2010 01:05 PM

# FAIRFIELD FARMS CONDOMINIUM

11-129-0010  
thru 0019,  
0031, 0021 thru 0024  
11-310-1201 thru 0206

## AMENDMENT TO DECLARATION

E 2505139 B 4939 P 603-614  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/12/2010 01:05 PM

This Amendment to Declaration ("Amendment") is made and executed on the date shown below by the Fairfield Farms Condominium Unit Owners and Management Committee, after having been voted upon and approved by the Unit Owners at Fairfield Farms Condominium ("Unit Owners").

### RECITALS

WHEREAS, Fairfield Farms Condominium was created by a Declaration of Covenants, Conditions and Restrictions for Fairfield Farms ("Enabling Declaration"), dated May 30, 1973, and recorded June 8, 1973, as entry number 381475, in book 517, beginning at page 811, in the official records of Davis County, Utah, and were amended pursuant to the provisions of an Amendment to Declaration ("2004 Amendment") recorded July 7, 2004, as Entry Number 2000452, in the Davis County Records Office (the Enabling Declaration and the 2004 Amendment shall collectively be referred to herein as "Governing Documents"); and

WHEREAS, the property that is the subject of this Amendment is situated in and upon that certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Unit as shown on the plat maps for Fairfield Farms Condominium, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 21 Units at Fairfield Farms Condominium; and

WHEREAS, The Unit Owners in Fairfield Farms are desirous to create the Fairfield Farms Condominium Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the Common Area and enforcing the provisions of the Governing Documents and any amendments thereto. The Association will be the governing body of Fairfield Farms Condominium and will operate in accordance with the Governing Documents, any amendments to the Governing Documents, this Amendment, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Association Bylaws (as contained in Article 5 of the 2004 Amendment) for the purpose of managing the Common Area and enforcing the provisions of the Governing Documents.

WHEREAS, Fairfield Farms Condominium Unit Owners desire to amend the Governing Documents to place reasonable restrictions on the number of renters who may occupy Units at Fairfield Farms Condominium; and

WHEREAS, the Unit Owners of Fairfield Farms Condominium Association desire to preserve and enhance the quality of life at Fairfield Farms and have purchased their Units at

Fairfield Farms for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners have purchased a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having residents who are Owners and are committed to the long-term welfare and good of the community, and

WHEREAS, because the Unit Owners at Fairfield Farms Condominium own a shared and undivided interest in the condominium Common Area, the Unit Owners believe the Common Area should be used and shared in common by those who own an interest in the Common Area and not with those who have no ownership interest in the Common Area; and

WHEREAS, the Unit Owners realize that the value of their condominium Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non Owner occupied Units that can exist in a condominium; and further, when too high a percentage of non Owner occupied Units exist in a condominium, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a Unit Owner's ability to sell their Units and depressing the value of all the Units at Fairfield Farms Condominium; and

WHEREAS, the Unit Owners have determined through years of collective experience that Unit Owners are more responsive to the needs of the condominium community, take a greater interest in and care of the Common Area, and are generally more respectful of the condominium rules;

NOW THEREFORE, To accomplish the Unit Owners' objectives, the following amendments are adopted creating the Fairfield Farms Condominium Association, Inc., a Utah nonprofit corporation and restricting the leasing of Units within Fairfield Farms Condominium. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control.

This Amendment shall become effective upon recording. The capitalized terms used herein shall have the same meaning as defined in paragraphs 1.1 through 1.15 of the 2004 Amendment. The Fairfield Farms Condominium Governing Documents are hereby amended as follows:

## **AMENDMENTS**

### **ARTICLE 1**

#### **CREATION OF NONPROFIT CORPORATION**

- 1.1 The Unit Owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Fairfield Farms Condominium Association, Inc. ("Association"), by filing with the State of Utah Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the Common Area within Fairfield Farms and governing the affairs of Fairfield Farms in accordance with the provisions of the Governing Documents, any amendments to the Governing Documents, the Articles of Incorporation and the Bylaws.
- 1.2 By voting to approve this Amendment, the Unit Owners hereby agree to adopt the following documents:
- a. this Amendment;
  - b. the Articles of Incorporation (Exhibit "B" attached hereto); and
  - c. the Bylaws of the Association

as the governing documents of the Fairfield Farms Condominium Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Amendment and the Governing Documents, this Amendment shall control.

- 1.3 Pursuant to the provisions in this Amendment wherein the filing of the Articles of Incorporation for Fairfield Farms Condominium Association, Inc. has been approved as a non-profit corporation under the laws of the State of Utah, the management of Fairfield Farms and the Common Area of Fairfield Farms shall hereafter be performed under the direction and authority of the Association's Board of Directors. Any reference to the term "management committee" in the Governing Documents or any amendments thereto, or in the Bylaws of Fairfield Farms, or any other Fairfield Farms document, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Fairfield Farms Condominium Association, Inc.

### **ARTICLE 2**

#### **RESTRICTION ON RENTALS**

- 2.1 The leasing of Units at Fairfield Farms Condominium is prohibited unless the leasing is consistent with this Amendment.
- 2.2 Except as otherwise provided herein, no Unit may be rented or leased for more than twelve months in any twenty-four month period.

- 2.3 Not more than ten percent (10%) of the Units at Fairfield Farms Condominium may be occupied by non Unit Owners at any one time.
- 2.4 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Fairfield Farms Condominium Board of Directors who shall determine compliance with this Amendment.
- 2.5 Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non Unit Owner shall notify the management committee in writing of their intent to lease their Unit. The management committee shall maintain a list of those Unit Owners who have notified the management committee of an intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit for not more than twelve months in any twenty-four month period, which permission shall be granted in the same order the management committee receives the written notice of intent to lease a Unit from the Unit owners. No permission shall be granted to lease a Unit until less than ten percent (10%) of the Units at Fairfield Farms Condominium are occupied by a non Unit Owner.
- 2.6 The restrictions contained herein shall not apply to a Unit Owner who moves from a Unit and desires to lease the Unit during their absence, and the Unit Owner moves (a) due to temporary (less than three years) humanitarian, religious or charitable activity or service, and (b) leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded.
- 2.7 The restrictions contained herein shall not apply (a) to a Unit Owner who is a member of the military and is required to move from the Unit during a period of military deployment and desires to lease the Unit during the period of deployment; (b) to a Unit Owner who permits a family member (spouse, parent, child or sibling) to occupy or lease their Unit; (c) to a Unit Owner who is required by an employer to relocate for a period of less than two years; or (d) to a Unit Owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Unit or the parent, child, or sibling of the current resident of the Unit.
- 2.8 Those Units that are occupied by on Unit Owners at the time this Amendment is recorded at the Davis County Recorders Office may continue to be occupied by non Unit Owners until the Unit Owner transfers the Unit or occupies the Unit; or an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, transfers the Unit or occupies the Unit.
- 2.9 For purposes of Subparagraph 2.8, a transfer occurs when one or more of the following occur: (a) the conveyance, sale, or other transfer of a Unit by deed; (b) the granting of a life estate in the Unit; or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

- 2.10 The management committee shall create, by rule or resolution, procedures to determine and track the number of rentals and Units in the Fairfield Farms Condominium Association subject to the provisions described in paragraphs 2.7 and 2.8 above, and shall ensure consistent administration and enforcement of the rental restrictions in this Amendment.
- 2.11 Any Unit Owner who violates this Amendment shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amendment. If the Fairfield Farms Condominium Association is required to retain legal counsel to enforce this Amendment, with or without the filing of legal process, the violating Unit Owner shall be liable for all attorney fees and court costs incurred by the management committee in enforcing this Amendment.
- 2.12 The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 2.13 Nothing herein shall prohibit a Unit Owner from permitting a guest or visitor from temporarily residing in his or her Unit, while the Unit Owner is present, or from using the Common Area with the permission of the Unit Owner. As used in this paragraph, "temporarily" mean for a period not exceeding ninety (90) days in any one hundred eighty (180) day period.

This Amendment shall take effect upon recording.

#### CERTIFICATION

It is hereby certified that condominium Unit Owners holding at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and facilities have voted to approve this Amendment.

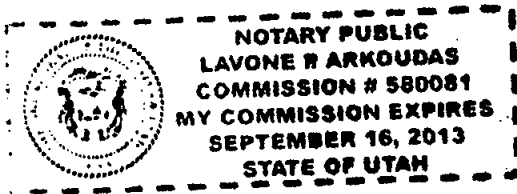
IN WITNESS WHEREOF this 29 day of December, 2009.

FAIRFIELD FARMS CONDOMINIUM  
MANAGEMENT COMMITTEE

By Jora Gatten  
Its: President

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF DAVIS        )

On this 29<sup>th</sup> day of December, 2009, personally appeared before me Tora Gatten, who, being by me duly sworn, did say that she is President of the Fairfield Farms Condominium management committee and that the within and foregoing instrument was signed in behalf of said management committee and she duly acknowledged to me she executed the same.



Lavone P. Arkoudas  
Notary Public

# **Exhibit A**

## **Legal Description of Units**

**Units 10 through 24, Phase One, Fairfield Farm PUD**  
(11-129-0010 through 11-129-0019, 11-129-0031, and 11-129-0021 through 11-129-0024)

**Units 201 through 206, Phase Two, Fairfield Farm PUD**  
(11-310-201 through 11-310-206)

# EXHIBIT "B"



**Articles of Incorporation  
FOR  
FAIRFIELD FARMS  
CONDOMINIUM ASSOCIATION, INC.**

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Non-Profit Corporation Act, adopt the following Articles of Incorporation:

**Name.** The name of the Corporation is Fairfield Farms Condominium Association, Inc. (herein referred to as the "Corporation").

**Duration.** The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

**Purposes.** The purposes of the Corporation are to function in behalf of the members of the Fairfield Farms Condominium Association located in Davis County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Declaration of Condominium and any amendments thereto, and to provide the other services and perform all of the other functions set forth in the Declaration of Condominium and any amendments thereto as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

**Membership/Stock.** The owners of stock in the Corporation shall only be Owners of Units in Fairfield Farms Condominium, located in Davis County, Utah. Stock ownership is appurtenant to the Unit and may not be separated from Unit ownership, and ownership of a share of stock in Fairfield Farms shall pass automatically to the new Owner of a Unit upon conveyance of title without the need to convey a physical stock certificate. There may be issued 21 shares in the Corporation and the Owners of a Unit shall be the Owners of one share of stock in the Corporation. The Corporation does not intend to issue a physical stock certificate. The Unit Owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
  - a. **Voting.** Each Unit Owner shall have right to vote based on percentages as provided in the Fairfield Farms Condominium Association Declaration and Bylaws.
  - b. **Subject to Assessment.** No vote shall be cast or counted for any Unit not subject to assessment;
  - c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a Unit, the vote for such Unit shall be exercised as those persons or entities

themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the Unit shall be suspended in the event more than one (1) person or entity seeks to exercise it.

2. Class A shares shall have unlimited voting rights.
3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

**Registered Agent.** The registered agent for the Corporation is:

Tora Gatten  
150 E 600 N, #12  
Kaysville, UT 84037

**Acceptance of Appointment**

I, Tora Gatten, hereby accept the appointment as the registered agent for Fairfield Farms Condominium Association, Inc.

  
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**Bylaws.** The Association has bylaws as contained in Article 5 of the Fairfield Farms Condominium Amendment to Declaration, which Amendment was recorded in the records of Davis County, Utah, on July 7, 2004, in book 3576, beginning on page 783 as entry #2000452. The Corporation hereby adopts these bylaws by reference. Hereafter, bylaws may be adopted, amended or replaced by the vote of Members as provided in the bylaws.

**Address of Corporation's Registered Office.** The principal place of business of the Corporation, and its initial offices are located at 150 E 600 N, #12, Kaysville, UT 84037. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

**Distributions.** No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by other parties or persons and to make payments and distributions in furtherance of the purposes as set forth above.

**Dissolution.** Upon the dissolution of the corporation, assets shall be distributed to the members of the Corporation on the same percentage as votes and assessments are allocated and as set forth in the Fairfield Farms Condominium Association Declaration and Bylaws.

**Board of Directors.** There will initially be five (5) Directors of the Corporation. The initial Board of Directors, who will serve until the election of officers and Directors at the annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Tora Gatten	150 E 600 N, #12, Kaysville, UT 84037
Charles Bradshaw	200 E 600 N, #21, Kaysville, UT 84037
Shirley Corless	150 E 600 N, #5, Kaysville, UT 84037
Gary Wilcock	150 E 600 N, #17, Kaysville, UT 84037
Glenn Sorte	150 E 600 N, #1, Kaysville, UT 84037

The Directors will elect one of them to act as Chairman until the annual member's meeting.

**Officers.** The initial officers of the corporation are:

Tora Gatten	President
Charles Bradshaw	Vice President
Shirley Corless	Secretary

**Annual Meeting.** The annual meeting of the members shall be held on the first Wednesday of May of each year at 8:00 p.m. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Owners not less than ten (10) days prior to the date fixed for the annual meeting.

**Limitations on Liability.** The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

**Incorporators.** The incorporators of the Corporation are:

<u>Name</u>	<u>Address</u>
Tora Gatten	150 E 600 N, #12, Kaysville, UT 84037
Charles Bradshaw	200 E 600 N, #21, Kaysville, UT 84037
Shirley Corless	150 E 600 N, #5, Kaysville, UT 84037

**Amendment.** These Articles of Incorporation may be amended from time to time as authorized by the Enabling Declaration and as permitted by law.

