



W3337730

When recorded, return this deed to:
The Fairways at Wolf Creek
Homeowners Association, Inc.
4300 N Sunrise Drive
Eden, UT 84310

E# 3337730 PG 1 OF 18
LEANN H KILTS, WEBER CTY. RECORDER
27-AUG-24 2:11 PM FEE \$144.00 SED
REC FOR: FAIRWAYS AT WOLF CREEK

For recorder's use only

**FIFTH SUPPLEMENT AND AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE
FAIRWAYS AT WOLF CREEK PRUD**

THIS FIFTH SUPPLEMENT AND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FAIRWAYS AT WOLF CREEK PRUD ("**Fifth Amendment**") is made by The Fairways at Wolf Creek Homeowners Association, Inc., a Utah nonprofit corporation (the "**Association**").

RECITALS

- A. On or about September 21, 2005, Fairways at Wolf Creek, LLC, a Utah limited liability company, acting as the "**Declarant**," made and executed that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, which was recorded in the Weber County Recorder's Office on September 21, 2005, as Entry No. 2130306 (the "**Declaration**").
- B. On or about September 10, 2004, certain members of the Board executed those certain Bylaws of Fairways at Wolf Creek Homeowners Association (the "**Bylaws**"). As set forth under Section 3, below, the Bylaws are being recorded as an attachment to this Fifth Amendment.
- C. On or about September 21, 2005, the Declarant made and executed that certain First Supplement and Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, which was recorded in the Weber County Recorder's Office on September 21, 2005, as Entry No. 2130307 ("**First Amendment**").
- D. On or about May 26, 2006, the Declarant made and executed that certain Second Supplement and Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, which was recorded in the Weber County Recorder's Office on July 17, 2006, as Entry No. 2194029 ("**Second Amendment**").
- E. On or about February 9, 2010, the Declarant made and executed that certain Third Supplement and Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, which was recorded in the Weber County Recorder's Office on February 17, 2010, as Entry No. 2458783 ("**Third Amendment**").

- F. On or about January 22, 2018, the President and Secretary of the Association executed that certain Fourth Supplement and Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, which was recorded in the Weber County Recorder's Office on January 22, 2018, as Entry No. 2901225 ("**Fourth Amendment**").
- G. The Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment were recorded against the entirety of the Fairways at Wolf Creek residential subdivision (the "**Project**").
- H. The Association has elected to adopt and establish a Reinvestment Fee Covenant as more particularly set forth in this Fifth Amendment.
- I. As required under Section 19.02 of the Declaration (as amended by the Fourth Amendment), this Fifth Amendment has been adopted and approved by an affirmative vote of Owners collectively holding at least sixty-seven percent (67%) of the Association's total voting rights.

NOW, THEREFORE, the Association hereby declares as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated into this Fifth Amendment in their entirety.
- 2. Reinvestment Fee Covenant. Section 7.17 is hereby added to the Declaration as follows:

7.17 Reinvestment Fee Covenant

The purpose of this Section 7.17 is to impose a Reinvestment Fee Covenant, as provided under Utah Code Section 57-1-46 ("**Reinvestment Fee Statute**"). Pursuant to the Reinvestment Fee Statute, upon the Transfer of real property, a reinvestment fee may be imposed in order to pay certain homeowner association administrative and maintenance expenses ("**Reinvestment Fee**").

As provided under the Reinvestment Fee Statute, the Reinvestment Fee may be used to pay the Association's administrative expenses, including expenses incurred by the Association in connection with the Transfer of any Living Units. As set forth under the Reinvestment Fee Statute, the Reinvestment Fee may also be used to pay for various items including common planning, facilities, infrastructure, open space, recreation amenities, and association expenses.

Accordingly, the Association may use the Reinvestment Fee to (A) pay the Association's costs of administering and maintaining the Common Areas, (B) pay the Association's costs of administering and maintaining any facilities or other improvements located on such Common Areas that are intended for the collective use of the Owners (collectively, the "**Common Improvements**"), (C) pay Common Expenses and/or (D) maintain the "contingency reserves, major maintenance reserve, and/or surplus or sinking fund" referenced under Section 7.02 of this Declaration (collectively, the "**Reserve Fund**") for the repair or replacement of the Common Areas and Common Improvements, and any other purposes as set forth under the Governing Documents.

7.17.1 As used in this Section 7.17, a “**Transfer**” shall include, without limitation, (1) the conveyance of fee simple title to any Living Unit, (2) the transfer of any ownership of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation that directly or indirectly owns the transferred Living Unit, or (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture or other entity that directly or indirectly owns the transferred Living Unit.

7.17.2 The Association shall not levy or collect a Reinvestment Fee for any Transfer that is exempted by the Reinvestment Fee Statute.

7.17.3 The Association shall provide notice of the Reinvestment Fee by recording, against the entire Project, a notice (“**Reinvestment Fee Notice**”) that complies with the requirements of the Reinvestment Fee Statute. The Reinvestment Fee Notice shall state the amount of the Reinvestment Fee, or the manner in which the Reinvestment Fee is to be calculated. Any changes to the amount of the Reinvestment Fee, or the manner in which the Reinvestment Fee is to be calculated, must be approved by at least 50% of the Association’s total voting rights (“**Majority of the Owners**”).

7.17.4 The Association shall not levy or collect a Reinvestment Fee for any Transfer described below, and the following Transfers shall be exempt from a Reinvestment Fee, except to the extent they are used for the purpose of avoiding the Reinvestment Fee:

- a. Any Transfer made (A) between a majority-owned subsidiary and its parent corporation or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or (B) by a partner, member or joint-venturer to a partnership, limited liability company or a joint venture in which said partner, member or joint venturer holds at least a fifty percent (50%) interest in such partnership, limited liability company or joint venture prior to such Transfer, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or (C) by a partnership, limited liability company or joint venture to a partner, member or joint venturer holding at least a fifty percent (50%) interest in such partnership, limited liability company or joint venture prior to such Transfer, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or (D) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Living Unit is transferred generally pro rata to its shareholders and no consideration is paid other than the cancellation of such corporation's stock; or (E) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Living Unit is transferred generally pro rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or (F) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity

is owned in its entirety by the persons transferring the Living Unit and such persons have the same relative interests in the Transferee entity as they had in the Living Unit immediately prior to such Transfer, and no consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the Transferee entity; or (G) by any person(s) or entity(ies) to any other person(s) or entity(ies), where the party or parties transferring title to the Living Unit ("Transferor(s)") and the party or parties receiving title to the Living Unit ("Transferee(s)") are and remain under common ownership and control as determined by the Board in its sole discretion applied on a consistent basis.

- b. Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives (including the Transferor's spouse), provided there is no, or nominal, consideration for the Transfer (e.g. the transfer of a Living Unit into a family trust or similar estate planning purposes). For purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Stepchildren and adopted children shall be recognized as descendants.
- c. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership or in connection with a divorce, except to the extent that additional consideration is paid in connection therewith.
- d. Any Transfer made for the sole purpose of confirming, correcting, modifying, or supplementing a Transfer that was previously recorded.
- e. Any Transfer to secure a debt or other obligation to release property that is security for a debt or other obligation, including transfers in connection with foreclosure of a deed of trust or mortgage or transfers in connection with a deed in lieu of foreclosure.
- f. The subsequent Transfer of a Living Unit involved in a "tax free" or "tax deferred" exchange under the Internal Revenue Code, wherein the interim owner acquires such Living Unit for the sole purpose of reselling that Living Unit within thirty (30) days after the exchange. In these cases, the first Transfer is subject to the Reinvestment Fee, and any subsequent Transfers will be exempt only as long as the Reinvestment Fee has been paid in connection with the first Transfer of such Living Unit in such exchange.

3. Bylaws. As required under Section 216 of the Utah Community Association Act (Utah Code Section 57-8a-101 *et. seq.*), homeowner association bylaws must be recorded in the office of the recorder of the county in which any part of the real estate included within such homeowners association is located. In order to satisfy the requirements of Section 216, the Bylaws of Fairways at Wolf Creek Homeowners Association have been attached to this Fifth Amendment as Attachment "1", in order to cause such Bylaws to be recorded in the Weber County Recorder's Office.

4. Effective Date. This Fifth Amendment shall become effective immediately upon its recordation in the Weber County Recorder's Office.

5. Capitalized Terms. Unless otherwise defined in this Fifth Amendment, any capitalized terms used in this Fifth Amendment shall be defined as set forth under the Declaration or any amendments thereto.

6. Effect of Fifth Amendment. To the extent the terms of this Fifth Amendment in any way modify or conflict with any provisions of the Declaration, or any amendments thereto, the terms of this Fifth Amendment shall control. All other terms of the Declaration that are not modified by this Fifth Amendment shall remain unchanged. This Fifth Amendment shall be recorded against the entire Project (as described under the legal description that is attached to made part of this Fifth Amendment as Exhibit "A") in the Office of the Weber County Recorder, and is intended to and shall be deemed to run with the land and, together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of any Owners.


IN WITNESS WHEREOF, the Board has caused this Fifth Amendment to be executed, on behalf of the Association, by its duly executed President and Secretary on the 22 day of August, 2024.

The Fairways at Wolf Creek Homeowners Association, Inc.
a Utah nonprofit corporation

By: 

Name: WALTER R. JONES

Title: President

By: 

Name: ELSA G SVENSSON

Title: Secretary

NOTARY ACKNOWLEDGMENTS

STATE OF UTAH)

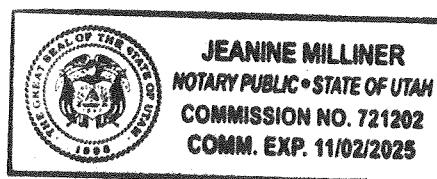
COUNTY OF WEBER)

On this 22 day of August, in the year 2024, before me Jeanine Milliner a notary public, personally appeared Walter R Jones, in his/her capacity as President of The Fairways at Wolf Creek Homeowners Association, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

WITNESS my hand and official seal.

Name (type or print)

Jeanine Milliner



STATE OF UTAH)

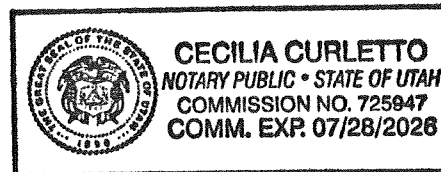
COUNTY OF WEBER)

On this 21 day of August, in the year 2024, before me Cecilia Curletto a notary public, personally appeared Elsa G. Svensson, in his/her capacity as Secretary of The Fairways at Wolf Creek Homeowners Association, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

WITNESS my hand and official seal.

Name (type or print)

Cecilia Curletto



My commission expires

7/28/26

Exhibit "A"
to
Fifth Supplement and Amendment to Amended and Restated
Declaration of Easements, Covenants and Restrictions of
The Fairways at Wolf Creek PRUD

Legal Description

ALL OF LOTS 1 THROUGH 15, FAIRWAY AT WOLF CREEK PRUD PHASE 1 (THE),
AMENDED, WEBER COUNTY, UTAH.

Weber County Tax Parcel Nos.

22-221-0001, 22-221-0002, 22-221-0003, 22-221-0004, 22-221-0005, 22-221-0006, 22-221-0007,
22-221-0008, 22-221-0009, 22-221-0010, 22-221-0011, 22-221-0012, 22-221-0013, 22-221-0014,
22-221-0015

LOTS 17 AND 18, FAIRWAY AT WOLF CREEK PRUD PHASE 1 (THE), AMENDED, WEBER
COUNTY, UTAH.

Weber County Tax Parcel Nos.

22-221-0016 and 22-221-0017

ALL COMMON AREA WITHIN FAIRWAYS AT WOLF CREEK PRUD PHASE 1 (THE)
AMENDED, WEBER COUNTY, UTAH

Weber County Tax Parcel No.

22-221-00018

ALL OF LOTS 19 THROUGH 42, FAIRWAYS AT WOLF CREEK PRUD PHASE 2, WEBER
COUNTY, UTAH.

Weber County Tax Parcel Nos.

22-241-0001, 22-241-0002, 22-241-0003, 22-241-0004, 22-241-0005, 22-241-0006, 22-241-0007,
22-241-0008, 22-241-0009, 22-241-0010, 22-241-0011, 22-241-0012, 22-241-0013, 22-241-0014,
22-241-0015, 22-242-0001, 22-242-0002, 22-242-0003, 22-242-0004, 22-242-0005, 22-242-0006,
22-242-0007, 22-242-0008, 22-242-0009

ALL COMMON AREAS D, E, F & ALSO THE PRIVATE ROADS WITHIN FAIRWAYS AT
WOLF CREEK PRUD PHASE 2, WEBER COUNTY, UTAH.

Weber County Tax Parcel No.

22-241-00016

– EXHIBIT "A" CONTINUED ON FOLLOWING PAGE –

Exhibit "A" (continued)

ALL OF LOTS 43 THROUGH 60, FAIRWAYS AT WOLF CREEK PRUD PHASE 3, (THE) WEBER COUNTY, UTAH.

Weber County Tax Parcel Nos.

22-262-0001, 22-262-0002, 22-262-0003, 22-262-0004, 22-262-0005, 22-262-0006, 22-262-0007, 22-262-0008, 22-262-0009, 22-262-0010, 22-262-0011, 22-262-0012, 22-262-0013, 22-262-0014, 22-262-0015, 22-262-0016, 22-262-0017, 22-262-0018

ALL COMMON AREA, FAIRWAYS AT WOLF CREEK PRUD PHASE 3, (THE) WEBER COUNTY, UTAH.

Weber County Tax Parcel No.

22-262-0019

– END OF EXHIBIT "A" –

Attachment “1”

to

Fifth Supplement and Amendment to Amended and Restated
Declaration of Easements, Covenants and Restrictions of
The Fairways at Wolf Creek PRUD

Bylaws

[see attached Bylaws of Fairways at Wolf Creek Homeowners Association
consisting of nine (9) pages]

BYLAWS
OF
FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 5200 South Highland Drive, Salt Lake City, Utah 84117, but meetings of Members and Trustees may be held at such places within the State of Utah, County of Salt Lake or County of Weber, as may be designated by the Board of Trustees.

ARTICLE II
DEFINITIONS

Section 2.1 "Association" shall mean and refer to the FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Fairways at Wolf Creek PRUD, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.4 "Unit" shall mean and refer to any one of the separately numbered and individually described plots of land or building pad described on a Plat and the home constructed thereon: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single Unit (which may be one Unit of a duplex).

Section 2.5 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.6 "Declarant" shall mean and refer to Legacy-Fairways, L.L.C., a Utah limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 2.7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction of Fairways at Wolf Creek PRUD (Phase I) applicable to the Property recorded in the Office of the Recorder of Weber County, State of Utah, and amendments thereto.

Section 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III **MEETING OF MEMBERS**

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the second Tuesday in June of each year commencing 2005, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereon, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV **BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE**

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals and not more than nine (9) individuals, the majority of whom need to be members of the Association.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees (or three (3) of the Trustees if there are a total of nine (9) Trustees) for a term of one year, one (1) of the Trustees (or three (3) of the Trustees if there are a total of nine (9) Trustees) for a term of two years, and one (1) of the Trustees (or three (3) of the Trustees if there are a total of nine (9) Trustees) for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

Section 4.3 Removal. Any Trustee may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V **NOMINATION AND ELECTION OF TRUSTEES**

Section 5.1 Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating

Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI **MEETINGS OF TRUSTEES**

Section 6.1 Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII **POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

Section 7.1 Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.4 of this Article, and neither the president nor the vice-president may hold the office of either secretary or treasurer.

Section 8.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX **COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XI **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of one and one-half percent (1-1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII **CORPORATE SEAL**

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

ARTICLE XIII **AMENDMENTS**

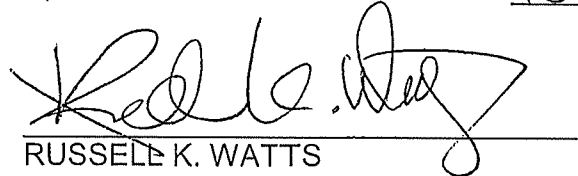
Section 13.1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of the FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION, have hereunto set our hands this 10, day of September, 2004.



RUSSELL K. WATTS

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION, a Utah Non-Profit Corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees thereof, held on the 10 day of September, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association this 10 day of September, 2004.


SECRETARY