

Allyson Dickey
2565 Fairway Village Dr.
Park City UT 84060

**FIRST AMENDMENT
TO
THE FIRST AMENDMENT AND RESTATEMENT OF THE AMENDED AND
RESTATED DECLARATIONS OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR FAIRWAY SUBDIVISION NO. 1
AND FAIRWAY VILLAGE NO. 2 SUBDIVISION**

This FIRST AMENDMENT TO THE FIRST AMENDMENT AND RESTATEMENT OF THE AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRWAY SUBDIVISION NO. 1 AND FAIRWAY VILLAGE NO. 2 SUBDIVISION (this "First Amendment") is adopted by the Fairway Village Homeowners Association, Inc. (the "Association").

RECITALS

1. The First Amendment and Restatement of the Amended And Restated Declarations Of Covenants, Conditions, And Restrictions For Fairway Subdivision No.1 And Fairway Village No. 2 Subdivision Declaration of Condominium" (the "Declaration") was recorded with the Summit County Recorder's office on December 17, 2009, as Entry No. 00888582.
2. The Association desires to amend the Declaration as set forth in this First Amendment to revise the right to attorney fee provisions.
3. This First Amendment affects the real property located in Summit County, State of Utah, described with particularity on Exhibit A, attached hereto and incorporated herein by reference.
4. Unless otherwise set forth herein, the capitalized terms have their same meanings and definitions as stated in the Declaration.
5. The Association, through its undersigned officers, hereby states that this First Amendment was approved by the required voting interests of the Association, either by a vote of the Association's members at a meeting or by written consent, in accordance with the Declaration.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association, through the authorization of its President and Secretary, hereby executes this First Amendment, which is effective as of its recording date with the Summit County Recorder's office.

ENTRY NO. 01108131

03/27/2019 01:17:25 PM B: 2501 P: 1189

Declaration PAGE 1/4

SUMMIT COUNTY, UTAH RECORDER

FEE 88.00 BY ALLYSON DICKEY



AMENDMENT

1. Section 2.09 of the Declaration is deleted in its entirety and replaced by the following new Section 2.09.

2.09 RIGHT TO ENFORCE DECLARATION

Each Owner and the Association shall have the right to seek injunctive relief and/or recover damages from the Association and any Owner, tenant, subtenant or other occupant of a Lot who fails to comply with the provisions of this Declaration.

2. Section 16.04 of the Declaration is deleted in its entirety and replaced by the following new Section 16.04.

16.04 RIGHT TO RECOVER ATTORNEY FEES

In any lawsuit related to the Association or the enforcement of this Declaration, the Bylaws, or the Regulations that occurs between an Owner and the Association or between any Owner and any other Owner, the prevailing party shall be entitled to recover all reasonable attorney fees and costs.

If an Owner has failed to comply with the Declaration, Bylaws, or Regulations and the Association utilizes legal counsel to enforce any of those provisions after notice to the Owner that it intends to enforce, or after the Owner communicates or demonstrates an intent not to comply with a provision of the Declaration, Bylaws, or Regulations, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.

If, related to: (1) any dispute with an Owner; (2) any challenge by an Owner to a position of the Association on the interpretation of a provision of the Declaration, Bylaws, or Regulations; or (3) a request of an Owner for direction on the application of a provision of the Declaration, Bylaws, or Regulations, the Association incurs legal fees or costs related to the interpretation and application of such provision that: (i) the Association could not establish an initial position on without having incurred the fees and costs; or (ii) results in a material modification to a prior position taken by the Association: then those fees or costs incurred to establish the initial or revised position shall not be assessed to any Owner but shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to an Owner and the issues arise as part of the lawsuit.

The term "costs" as used in this section 16.04 shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this declaration to be broader and to include costs that are not typically included in costs, as the term is used in the Utah Rules of Civil Procedure.

IN WITNESS WHEREOF, the Association executes this FIRST AMENDMENT through the undersigned, who certify that the necessary voting interests of the Association were obtained

to approve this First Amendment, either by a vote of the Association's members at a meeting or by written consent, and that such is documented in the permanent records of the Association.

Dated this 25 day of MARCH, 2019.

Fairway Village Homeowners Association, Inc

By: [Signature]

Name: DOUGLAS E. WOOD
President of the Association

By: [Signature]

Name: KENDALL SIMMONS
Secretary of the Association

STATE OF UTAH)

:ss.

County of Summit)

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2019, by DOUGLAS E WOOD, as President of Fairway Village Homeowners Association, Inc., and KENDALL SIMMONS, as Secretary of Fairway Village Homeowners Association, Inc., who verified that they are authorized to execute this First Amendment to the Declaration on behalf of the Association.

[Signature]
Notary Public



Fairway Village Subdivision 1 and Fairway Village Subdivision 2

FVL-16 THROUGH FVL-43

UNIT 16 THROUGH UNIT 43 IN FAIRWAY VILLAGE NO 1 PLANNED UNIT DEVELOPMENT
IN SEC 4, T2SR4E, SLBM CONT 1284.93 SQ FT M173-248 502-329 587-420 884-492
2192-1704 2452-1121 2488-984

FVL-2-1 THROUGH FVL 2-15

LOT 1 THROUGH LOT 15 IN FAIRWAY VILLAGE NO 2 SUBDIVISION (FIRST AMENDED) A
PLANNED UNIT DEVELOPMENT, SEC 4 T2SR4E SLBM TOGETHER WITH INT IN COMMON
AREA AS PER DECL CONT 18,225.3 SQ FT 0.42 AC 476-440 501-233 2031-1320-1336
2062-326-344 2096-355-375 2131-388-408 2185-1845-1863

FVL-2-44 THROUGH FVL-2-73

UNIT 44 THROUGH UNIT 73 FAIRWAY VILLAGE NO 2 SUBDIVISION A PLANNED UNIT
DEVELOPMENT SEC 4 T2SR4E SLBM CONT 3,483 SQ FT TOGETHER WITH INT IN
COMMON AREAS 429-349 476-668 605-573 1318-133 2218-1776-1779