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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MGMT SYSTEMS
262 E 3900 S STE 200
SLC UT 84107
BY: NUP, DEPUTY - WI 7 P.

FIRST AMENDMENT
TO
SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR

Three Fountains East Condominiums

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THREE FOUNTAINS EAST CONDOMINIUMS (this "Amendment") is adopted by the Three Fountains East Condominiums Association, Inc. (the "Association") and is effective as of the date it is recorded in the Salt Lake County Recorder's Office.

RECITALS

1. Capitalized terms in this Amendment have the same meaning as set forth in the SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THREE FOUNTAINS EAST CONDOMINIUMS, unless otherwise defined herein.
2. The SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THREE FOUNTAINS EAST CONDOMINIUMS (the "Declaration") was recorded with the Salt Lake County Recorder's office on February 16, 2017, as Entry No. 12477863 in Book 10530 beginning on Page 3324.
3. This Amendment is intended to replace and supersede Article 20 of the Declaration.
4. This Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association, through the approval of Owners holding Undivided Interests totaling not less than sixty-seven percent (67%) of the total Undivided Interest of the Association, hereby adopts this Amendment.

AMENDMENT

1) Article 20 of the Declaration is deleted in its entirety and replaced with the following new Article 20:

ARTICLE 20:

LEASING AND NON-OWNER OCCUPANCY

20.1 **Declaration and Rules Governing Non-Owner Occupancy.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-Owner occupancy of a Unit shall be governed by this section and by Rules and procedures adopted as allowed in this section.

20.2 **Definitions.** For the purpose of this section:

- (a) “Non-Owner Occupied Unit” means:
 - (1) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner’s primary residence; or
 - (2) For a Unit owned entirely by one (1) or more entities or trusts, the Unit is occupied by anyone.
- (b) “Family Member” means:
 - (1) the parent, sibling, or child of an Owner and that family member’s spouse and/or children, or
 - (2) in the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit or (ii) the parent, child, or sibling of the current Occupant of the Unit.

20.3 **Non-Owner Occupancy.** Except as provided in Subsection 20.4, no Unit is permitted to be a Non-Owner Occupied Unit. All Occupants of an organizationally owned Unit shall be non-Owner Occupants.

20.4 **Permissible Non-Owner Occupied Units.** The following Units may be Non-Owner Occupied Units:

- (a) A Unit owned by a Person in the military for the period of the Owner’s deployment.
- (b) A Unit occupied by a Family Member.
- (c) A Unit whose Owner was relocated by the Owner’s employer for a period of not less than two (2) years.
- (d) A Unit owned by an entity that is occupied by an individual who: (1) has voting rights under the entity’s organizing documents; and (2) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity.
- (e) A Unit which the Owner of the Unit owned on or before June 12, 2008 shall be permitted to rent, lease, or allow a non-Owner Occupant to reside in the Unit. These Units may continue to be Non-Owner Occupied Units under this exception until the ownership of the Unit, as evidenced by the records at the county recorder’s office, changes in any way. Upon such an occurrence, the Unit’s qualification for this exception irrevocably terminates.
- (f) A Unit that the Owner became the Owner by any means (including foreclosure) after June 12, 2008 (the date on which the First Amended and Restated Declaration of Condominium was recorded), if either:
 - (i) At the time this Amendment is recorded in the office of the Salt Lake County Recorder, the Unit is already rented, leased or occupied by a non-Owner Occupant in accordance with the Association’s Governing Documents in effect prior to the recording of this Amendment. In such instance, the Unit may continue to be a Non-Owner Occupied Unit under this exception until (1) the Unit Owner occupies the Unit, or (2) the

ownership of the Unit, as evidenced by the records at the Salt Lake County Recorder's office, changes in any way. Upon such an occurrence, the Unit's qualification for this exception irrevocably terminates.

- (ii) Fifteen percent (15%) or more of the Units in the Project of the same type, have not already been rented, leased or occupied by non-Owner Occupants for any reason including those exceptions under Subsection 20.4(a)-(f)(ii). For purpose of this Subsection 20.4(f)(ii), there are four "types" of Units generally designated as such by their size and layout, and they are identified by the following unit numbers: Type 1 = Unit Nos. 1-54; Type 2 = Unit Nos. 55-96; Type 3 = Unit Nos. 97-126; and Type 4 = Unit Nos. (A)127-(G)232 which are the "Executive Suites" as designated on the Plat.

20.5 Permitted Rules. The Committee may adopt Rules requiring:

- (a) Reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units including requiring informational forms to be filled out by Owners and/or residents identifying non-Owner Occupants, vehicles, phone numbers, etc.;
- (b) Reasonable fees related to the administration of leased and Non-Owner Occupied Units, to the extent otherwise allowed by law; and
- (c) Other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

20.6 Required Rules. The Management Committee shall adopt Rules, resolutions, or procedures to:

- (a) Determine and track the number of Non-Owner Occupied Units in the Project; and
- (b) Ensure consistent administration and enforcement of the restrictions in this Article 20.

20.7 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable non-Owner occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-Owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the non-Owner Occupant.
- (b) If required in the Rules or requested by the Committee, a copy of any lease or other agreement for non-Owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Committee.
- (c) No Owner shall be permitted to lease his/her Unit for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes (whether for pay or not), which shall be deemed to be any rental with an initial term of less than six (6) months.
- (d) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether for pay or not).

- (e) No Owner may lease individual rooms to separate Persons or lease less than the entire Unit.
- (f) Any Owner who shall lease a Unit shall be responsible for assuring compliance by the non-Owner Occupant and any guest with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the non-Owner Occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Management Committee, shall entitle the Association to take any and all such action as allowed by law and the Association's Governing documents, including, but not limited to, the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against the Owner's non-Owner Occupant. The Association, the Committee, and the Manager shall not have any liability for any action taken pursuant to this Section and the Owner shall indemnify and pay the defense costs of the Association, the Committee, the Manager and any of their agents, arising from any claim related to any action taken in good faith by any of them pursuant to this Section. Any expenses incurred by the Association related to an eviction, or other legal action, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.

20.8 Exception for Family Members. If only Family Members occupy a Unit, then notwithstanding anything contrary herein, the following applies:

- (a) Subsections 20.7(a) and 20.7(c)-(e) shall not apply to that occupancy;
- (b) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and
- (c) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Management Committee until an Occupant has violated a provision of the Governing Documents and, if requested, may only be requested related to remedying or taking action as a result of such a violation.

20.9 Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents. The Owner and the Non-Owner Occupant, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the Non-Owner Occupant. The Association, the Management Committee, the Manager, and any agent of the Association shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association (with the Association's choice of counsel), the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

2) Conflicts. All remaining provisions of the Declaration not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration, the provisions of this document shall in all respects govern and control.

3) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Association, through its President, executes this Amendment of the date below and verifies that this Amendment was approved by Owners holding Undivided Interests totaling not less than sixty-seven percent (67%) of the total Undivided Interest of the Association.

DATED: April 22, 2019

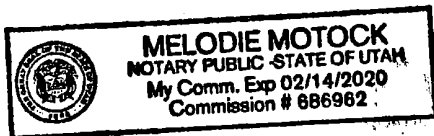
**Three Fountains East Condominiums
Association, Inc.**

Barbara Nielsen, President

By: Barbara Nielsen, President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of April, 2019, by Barbara Nielsen, who by me being duly sworn, did say that she is the President of the Three Fountains East Condominium Association, Inc. and that she executed the same on behalf of said entity by authority of its Governing Documents.



Melodie Motock
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Parcel #'s of Condominiums

22-08-186-002 thru -127

22-08-254-001 thru -107

Three Fountains East, Phase One

Beginning at a point on the East line of Ninth East Street at a point which is North 3.76 feet and West 730.55 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and said point of beginning also being North 18 degrees 53' 30" East 373.01 feet to a point of a 1482.40 foot radius curve to the left, the center of which is North 73 degrees 46' 41" West 1482.40 feet: thence North Westerly along the arc of said curve 69.06 feet to the Southwest corner of Lot 10, amended plat of Huffaker Subdivision: thence East along the South line of the amended plat of Huffaker Subdivision and Huffaker Subdivision 979.33 feet; thence South 3 degrees 57' 30" East 60.605 feet ; thence South 20 degrees 00' West 54.27 feet to a point of 50.00 foot radius curve to the right; thence South Westerly along the arc of said curve 43.41 feet ; thence South 69 degrees 45' West 85.80 feet; thence south 18 degrees 53' 30" West 142.72 feet; thence North 88 degrees 00' West 835.995 feet; thence North 25.00 feet; thence North 2 degrees 33' West 163.00 feet; thence North 66 degrees 24' 15" West 58.72 feet; thence South 86 degrees 11' 20" West 95.60 feet; to the point of beginning. (Contains 19.403 acres)

Three Fountains East, Phase Two

Beginning at a point South 234.61 feet and East 382.38 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian: and running North 2 degrees 00' East 172.29 feet; thence North 69 degrees 45' East 61.03 feet; thence North 20 degrees 15' West 20.00 feet; thence North 69 degrees 45' East 111.27 feet to a point of a 50.00 foot radius curve to the left, the radius point of which is North 20 degrees 15' West 50.00 feet; thence Northeasterly along the arc of said curve 43.41 feet; thence; thence North 20 degrees 15' West 431.04 feet; thence North 3 degrees 57' 30" West 22.985 feet; thence East 50.12 feet; to the Southwest corner of Lot 19 Huffaker Subdivision; thence North 85 degrees 08' East 255.42 feet; thence South 14 degrees 40' East 716.01 feet; thence South 25 degrees 10' East 56.19 feet; thence North 88 degrees 00' West 263.135 feet to the point of beginning. (Contains 7.09 acres)

Maintenance Building Area Addition to Common Area

Beginning at a point South 230.39 feet and East 261.59 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 81 .56 feet; thence South 71 degrees 06' 30" East 27.84 feet; thence South 88 degrees 00' East 11. 10 feet; thence South 2 degrees 00' West 10.25 feet; thence South 88 degrees 00' East 3.00 feet; thence South 2 degrees 00' West 24.00 feet; thence North 88 degrees 00' West 3.00 feet; thence South 2 degrees West 35.70 feet; thence North 88 degrees 00' West 61.44 feet to the point of Beginning. (Contains 0.085 acres)

Subject of a 15.00 foot Right- of- way described as follows:

Beginning at a point South 220.06 feet and East 265.13 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 15.68 feet; thence South 88 degrees 00' thence East 53.71 feet; thence

South 2 degrees 00' West 15.00 feet; thence North 88 degrees 00' West 58.26 feet to the point of beginning.

Storage Area Addition to Common Area

Beginning at a point East 261.59 feet and South 230.39 feet and North 18 degrees 53' 30" East 81.56 feet from the Center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 18 degrees 53' 30" East 61.16 feet; thence North 9 degrees 45' East 85.80 feet; thence South 2 degrees 00' West 169.05 feet; thence North 88 degrees 00' West 59.43 feet; thence North 2 degrees 00' East 35.70 feet; thence South 88 degrees 00' East 3.00 feet; thence North 2 degrees 00' East 24.00 feet; thence North 88 degrees 00' West 3.00 feet; thence North 2 degrees 00' East 10.25 feet; thence North 88 degrees 00' West 11.10 feet; thence North 71 degrees 06' 30" West 27.84 feet to the point of beginning.

TOGETHER WITH a right of way for ingress and egress over and across the following described real property, to wit:

Beginning at a point South 220.06 feet and East 265.13 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 15.68 feet; thence South 88 degrees 00' thence East 53.71 feet; thence South 2 degrees 00' West 15.00 feet; thence North 88 degrees 00' West 58.26 feet to the point of beginning.