



**AMENDMENT
TO THE
CONDOMINIUM DECLARATION
OF
THREE FOUNTAINS NORTH OGDEN**

WHEREAS, the Management Committee and Unit Owners of Three Fountains North Ogden Condominium have determined it is in their best interest to modify and amend their Declaration and the amendments thereto for the purpose of protecting the quality of life at Three Fountains, securing the welfare of the residents at Three Fountains, and of maintaining the financial stability of each Unit Owner's investment in a condominium unit at Three Fountains; and

WHEREAS, quality and affordable condominium insurance is critical to the overall accomplishment of the purposes stated above, and especially the obtaining and maintaining of affordable director's liability coverage and errors and omissions insurance policies; and

WHEREAS, the election of members to the Management Committee or the employment of people who have any felony conviction or a misdemeanor conviction involving the handling of funds could have a negative impact on the ability of Three Fountains to obtain quality and affordable insurance coverage;

WHEREAS, the property subject to this Amended Declaration is located in North Ogden City, Weber County, Utah, and is more particularly described in the attached Exhibit "A".

NOW THEREFORE, the owners of the units at Three Fountains Condominiums do hereby adopt the following Amendments to the Declaration of the Three Fountains Condominium.

SECTION ONE

No person is eligible to be elected to, nominated for, or to sit as a member of the Management Committee at Three Fountains North Ogden Condominium (A) who has been convicted of any felony crime within 15 years of the date he or she is nominated for a position on the Management Committee, (B) who is currently on parole or probation for any crime, (C) who at any time within the 15 years of the date he or she is nominated for a position on the Management Committee been on parole or probation for any crime, or (D) who at any time in his or her life been convicted of a crime involving or in any way related to the misuse of funds. Nor shall any person be employed in any capacity by the Three Fountains Condominium Management Committee who satisfies any of the criteria set forth in this paragraph.

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 OGDEN GROUPTS, WEBER COUNTY RECORDER
 18-OCT-04 4:17 PM FEE \$135.00 DEP 56C
 REC FOR: HELGESEN.WATERFALL.JONES

SECTION TWO

The agent for service of process as required by the provisions of Utah Condominium Ownership Act, Utah Code Ann. § 57-8-10(2)(d)(iii), shall be the individual as designated by the Management Committee on the attached Exhibit "A". The agent for service of process may be changed at any time by the Management Committee filing a copy of the attached document: "Appointment of Agent to Receive Process," with the Weber County Recorders Office.

SECTION THREE

Paragraph 8(b) Restrictions Concerning Common Areas is hereby stricken and replaced with the following amended paragraph 8(b) Restrictions Concerning Common Areas:

8(b) Restrictions Concerning Common Areas.

(i) There shall be no obstruction of the Common Areas by the Owners and/or their guests without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Management Committee.

(ii) No items or improvements may be mounted on, attached to, or become an alteration of any building, roof or Common Area without prior written consent of the Management Committee. Any individual who violates this paragraph shall be responsible of any and all costs, expenses and fees, including attorney fees, incurred by the Association in enforcing this paragraph or in having the item removed.

(iii) By receiving permission to attach, build or construct any item as permitted in this paragraph 8(b), each Owner expressly agrees and shall indemnify, save and hold the Association, the Management Committee and members of the Management Committee harmless from any and all liability, loss or damage arising out of or caused by any claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney fees, arising out of or related to any claim or demand made against the Association or Management Committee in any way related to the improvement; and the owner further agrees to and shall be fully responsible to pay for any damages to or repairs needed to the Common Area resulting from the construction or the attached item.

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EXHIBIT "A"

Legal Description of Units

The following units in the buildings indicated, in three Fountains North Ogden Condominium, Amended, North Ogden City, Weber County, Utah

Buildings	Units	Tax I.D. #
E-4	1 through 8	18-116-0001 through 0008 ✓
E-5	9 through 16	18-116-0009 through 0016 ✓
P-2	17 through 24	18-116-0017 through 0024 ✓
E-8	81 through 88	18-116-0025 through 0032 ✓
P-1	89 through 96	18-116-0033 through 0040 ✓
E-1	97 through 104	18-116-0041 through 0048 ✓
E-2	105 through 112	18-116-0049 through 0055 ✓
E-3	113 through 120	18-116-0056 through 0063 ✓ F