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BOOK 2847 PAGE 292

Recorded APR 15 1970 at 3:05 P.M.  
Request of THREE FOUNTAINS MANOR  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 30.62 By [Signature] Deputy  
Ref. 5050 THREE FOUNTAINS  
CIRCLE  
MURRAY 84107

2328345

AMENDMENT OF DECLARATION

FOR THE

THREE FOUNTAINS TOWNHOUSES AND MANOR HOUSES

PHASE FOUR

THIS INSTRUMENT made as of the 3<sup>rd</sup> day of March, 1970, by the record owners of condominium units in the Three Fountain Manor Houses and Townhouses, Phase No. 4, witnesseth:

WHEREAS, Richard Prows, Inc. (Prows) was the developer of a condominium project consisting of six phases, numbered 1 to 6, hereinafter collectively called the "Three Fountains Condominium", or the "Condominium", located in the City of Murray, County of Salt Lake, State of Utah; and

WHEREAS, Prows, as Declarant, recorded a Declaration of Covenants, Conditions, and Restrictions for the Three Fountains Townhouses and Manor Houses, Phase No. 4 (the "Declaration") on February 13, 1969, in Book 2729, at Page 601, Official Records of the County Recorder of Salt Lake County, Utah; and

WHEREAS, Prows has also filed for record in the office of said County Recorder a similar Declaration applicable to Phases No. 1, 2, 3, 5, and 6; and

WHEREAS, each of the aforesaid six Declarations provides for separate management of the respective Phases pursuant to the powers granted to the Management Committee of each Phase; and

WHEREAS, the Undersigned wish to unite with the owners of all other Phases of the Condominium in creating a single, centralized management of the entire Three Fountains Condominium; and

WHEREAS, it is the desire of the Undersigned to provide for such centralized management through the entity of the Three Fountains Owners' Association, a non-profit Utah Corporation, hereinafter called the "Association".

NOW, THEREFORE, the Undersigned hereby amend the Declaration and agree as follows:

1. That they do hereby waive, relinquish, and release any and all right of separate management of Phase No. 4.
2. That the Declaration is hereby amended to provide that the Three Fountains Townhouses and Manor Houses, Phase No. 4, shall henceforth be managed by the Association. Further, the Undersigned agree that the management of the entire Three Fountains Condominium shall be vested in the Association. To such end, the Undersigned hereby assign, and transfer to the Association all the right, duties and obligations of managing the Condominium. It shall be the duty of the Association to repair, maintain, and manage the Condominium. The Association shall have the power to own recreational facilities and other assets; to assess, collect, and apply common expenses of the Condominium; to execute the duties on behalf of the entire Condominium the duties originally imposed upon the Management Committee of each Phase, and generally to manage and administer the

Three Fountains Condominium as one condominium community. The only members of the Association shall be owners of condominium units in the Three Fountains Condominium. Each member of the Association shall have one vote upon each issue presented for vote for each condominium unit owned by him. A person who, for any reason ceases to be an owner, shall automatically cease to be such member, which membership provisions shall be set forth in the By-Laws of the Association.

3. That wherever the context so admit, the words "Management Committee" appearing throughout the Declaration shall henceforth mean the Association.

4. That each owner of a condominium unit in Phase No. 4 will comply with the provisions hereof and with the By-Laws of the Association as the same may be amended from time to time and with the decisions and regulations of the Association. A copy of the By-Laws of the Association is attached hereto.

5. That this Amendment of Declaration shall become effective when the owners of condominium units in each of the six Phases of the Three Fountains Condominium shall have adopted a like amendment.

6. That except as herein amended, the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned, being record owners holding 75% or more, of the total vote of Three Fountains Manor Houses and Townhouses, Phase No. 4, have duly executed this instrument as of the date and year aforesaid.

BUILDING 4-I

- |   |  |
|---|--|
| 279. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres 3/5/70</u>  | 275. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres - 3/5/70</u> |
| 278. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres. 3/5/70</u> | 274. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres. 3/5/70</u>  |
| 277. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres. 3/5/70</u> | 273. <u>Robert J Hawkes</u> 4-6-70   |
| 276. <u>Richard Proulx Inc</u><br><u>Richard Proulx Inc, Pres 3/5/70</u>  | 272. <u>James L. Allen</u> 4/6/70  |

BUILDING 4-J

- |   |  |
|---|--|
| 271. <u>George E. Hamilton</u><br><u>Clara Mae Hartman</u>    | 267. <u>Jack S. Mattias</u> 3-3-70<br><u>Joseph J. Mattias</u> |
| 270. <u>P.E. Marzetta</u> 4-6-70<br><u>Carl A. Marzetta</u>   | 266. <u>J. E. Bowman</u> 3-21-70<br><u>Seraldine D. Bowman</u> |
| 269. <u>Dane S. Jacobs</u> 4-5-70<br><u>Barbara J. Jacobs</u> | 265. <u>Robert S. Koster</u> 4-1-70<br><u>Robert S. Koster</u> |
| 268. <u>L. Dewey Hansen</u> 4-6-70<br><u>Clara M. Hansen</u>  | 264. <u>Robert S. Koster</u> 4-1-70<br><u>Robert S. Koster</u> |

BUILDING 4-K

- 263. Richard Proulx, Inc  
Richard Proulx, Pres. 3/8/70
- 262. Raymond J. Carter  
De Lynn Carter 3/12/70
- 261. Patricia R. Howells  
3-21-70
- 260. Jane W. Tucker  
3-21-70
- 259. Richard Proulx, Inc  
Richard Proulx, Pres. 3/5-70
- 258. \_\_\_\_\_
- 257. \_\_\_\_\_
- 256. \_\_\_\_\_

BUILDING 4-L

- 255. Jordan C. Young  
Virginia D. Young 3-19-70
- 254. Bob Deary  
Billy Beatty 4-1-70
- 253. John W. Warden 4-6-70  
James M. Jarless
- 252. Richard Proulx, Inc 3-15-70  
Richard Proulx, Pres.
- 251. Leslie H. Grant 3-3-70  
Luna Jean Grant
- 250. Madison Williams 3-3-70  
Bella R. Williams
- 249. Doris White 3-3-70  
Rhea White
- 248. \_\_\_\_\_

BUILDING 4-M

- 247. Aron & Christiansen  
Ade S. Christiansen
- 246. Richard Proulx, Inc  
Richard Proulx, Pres.
- 245. Richard Proulx, Inc 3-5-70  
Richard Proulx, Pres. 3/5/70
- 244. Robert E. Deneer 3-7-70  
Robert E. Deneer

BUILDING 4-N

- 243. Lynn E. Meyer  
Alpha Meyer 3-18-70
- 242. \_\_\_\_\_
- 241. Richard Proulx, Inc  
Richard Proulx 3/5/70
- 240. Theo M. Merrill 3-5-70  
Kathleen S. Merrill

BUILDING 4-O

- 239. \_\_\_\_\_
- 238. Karen D. Ashton 3-5-70  
Karen Ashton
- 237. Edward J. Watts  
April B. Watts 3-21-70

BUILDING 4-P

- 235. Helen R. Ridgen 3-18-70
- 234. Maria A. Peterloh 3-18-70  
Ursula B. Peterloh

BUILDING 4-Q

- 233. Richard Prouss, Inc 231. Richard Prouss, Inc 4-1-70  
Richard Prouss, Pres. 3/5/70 Betty G. Prouss
- 232. Lance J. Young 3-3-70 230. Richard Prouss, Inc  
Betty J. Young Richard Prouss, Pres. 3/5/70

BUILDING 4-R

- 229. Richard Prouss, Inc 227. Richard Prouss, Inc  
Richard Prouss, Pres. 3/5/70 Richard Prouss, Pres. 3/5/70
- 228. \_\_\_\_\_ 226. Ross Joseph  
June (Prouss) 3-19-70

BUILDING 4-S

- 225. Beth B. Farris 3-3-70 223. \_\_\_\_\_  
John B. Farris
- 224. Richard Prouss, Inc 222. Shirley G. Kasper 3-19-70  
Richard Prouss, Pres. 3/5/70 Shirley G. Kasper

BUILDING 4-T

- 221. Dale R. Wilde 3-3-70 219. Donald W. Newsome  
Mary A. Wilde Beryl C. Newsome 3-16-70
- 220. Frank A. LaCombe 218. \_\_\_\_\_  
Mary LaCombe 4-4-70

BUILDING 4-U

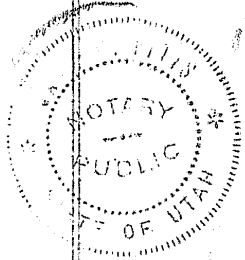
- 217. \_\_\_\_\_ 216. Glen T. Dixon 3-19-70  
Sylvia W. Dixon

BUILDING 4-V

- 215. Laura M. Maycock 213. Mildred Maudin 3-3-70  
Laura M. Maycock 3-3-70 Edna R. Maudin
- 214. Warren E. Smith 212. Richard Prouss, Inc  
Jessie Curatt 3-19-70 Richard Prouss, Pres. 3/5/70

STATE OF UTAH            )  
                                  : ss  
COUNTY OF SALT LAKE    )

On the various dates hereinabove stated, personally appeared before me each of the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



*Jack L. Fitts*  
\_\_\_\_\_  
NOTARY PUBLIC, Residing At  
Murray, Utah

My Commission Expires:  
2/27/74

BY-LAWS  
OF  
THREE FOUNTAINS OWNERS' ASSOCIATION

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ARTICLE I

Name and Application

The name of this nonprofit corporation shall be THREE FOUNTAINS OWNERS' ASSOCIATION, hereinafter called the "Association".

ARTICLE II

All present or future owners, members of their families, guests of owners, tenants, or any other person who might use the facilities of Three Fountains Condominium Project developed by Richard Prows, Inc., located in the City of Murray, County of Salt Lake, State of Utah, in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units or the mere act of occupancy or use of any of said units or the general common elements will signify that these By-Laws are accepted, ratified and will be complied with by said persons.

ARTICLE III

Eligibility for Membership

1. Membership in the Association, except for membership of the incorporators and the First Board of Trustees, shall be limited to record owners of Three Fountains Condominium Project, developed by Richard Prows, Inc., in Murray, Salt Lake County, State of Utah.

2. One membership in this Association shall be issued to the record owners of each condominium unit. The record owners of all condominium units collectively shall constitute all the members. In the event that any such unit is owned by two or more persons, whether by joint tenancy, tenancy in common, or otherwise, the membership as to such condominium unit shall be joint and a single membership for such unit shall designate to the Association in writing at the time of issuance, one owner who shall hold the membership and have the power to vote said membership. No membership shall be issued to any other person or persons except as they may be issued in substitution for outstanding memberships assigned to new record owners of condominium units.

ARTICLE IV

Administration

1. Association Responsibilities. The Association will administer the Three Fountains Condominium Project through a Board of Trustees which will have the power to delegate its duties and functions to a Manager selected by said Board.

2. Place of Meetings. Meetings of the members of the Association shall be held at such place within the State of Utah as the Board of Trustees may specify in the notice.

3. Annual Meetings. The first annual meeting of the Association shall be held on the first Tuesday of March, 1970. Thereafter, the annual meeting of the Association shall be held on such day of each succeeding year, or at such other time as the Board of Trustees may prescribe.

4. Special Meetings. The President shall call a special meeting of the members upon his own initiative as directed by the Board of Trustees or upon receipt of a petition signed by not less than one-third (1/3) of the membership. Any such meeting shall be held within forty (40) days after receipt of such direction by the President, or petition at such time and place as the Board of Trustees determines.

5. Notice of Meetings. The Secretary shall mail or personally deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place it is to be held, to each member at least ten (10) days, but not more than thirty (30) days prior to such meeting. Failure to state any type of business in the notice shall preclude action thereon unless the voting members present in person vote unanimously with respect thereto. Proxies shall not be voted on matters omitted in the notice.

6. Quorum. The presence, either in person or by proxy, of at least fifty one (51%) per cent of the members of record shall constitute a quorum of members for all purposes unless the representation of a larger group shall be required by law, by the Articles of Incorporation, or by these By-Laws; and in that event representation of the number so required shall constitute a quorum.

7. Voting Rights. Each member being present in person or by proxy shall be entitled to one vote for each condominium unit owned by such member.

8. Adjournment of Meetings. If the number of members necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place of meeting, the chairman of the meeting or a majority of the members present in person or by proxy, may adjourn the meeting from time to time without notice other than an announcement at the meeting until the necessary number of members shall be in attendance. At any adjournment meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

9. Proxies. A member may appoint as his or her proxy, only his or her spouse, any joint owner of his condominium unit, any other member, or a beneficiary under first deed of trust encumbering his unit. Any proxy must be filed with the Secretary before the appointed time of each meeting or upon a calling of the meeting to order.

10. Waiver of Notice. Any member may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a member in person at any meeting of the members shall be deemed such a waiver.

#### ARTICLE V

##### Board of Trustees

1. Number and Qualification. Except for the first

Board of Trustees, the business, property and affairs of the corporation shall be managed, controlled and conducted by a Board of Trustees, consisting of five members. The first Board of Trustees shall consist of three members. Each Trustee shall hold office until the next annual meeting of members and until their successor shall have been elected, but if a Trustee ceases to be an Owner, his term shall likewise cease.

2. Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Trustees shall include, but not be limited to, all of the rights and duties of the Board of Trustees as set forth elsewhere in these By-Laws and the Articles of Incorporation, and in the Declarations or Amended Declarations applicable to the Three Fountains Condominium Project, and also shall include the power to promulgate such rules and regulations pertaining to such rights and duties as may be deemed proper and which are consistent with the foregoing. The Board of Trustees may delegate such duties to a manager as appear in the best interests of the Association and to the extent permitted by law.

3. Election and Term of Office. The term of the Trustees named in the Articles of Incorporation shall be until the first annual membership meeting, or until their successors are duly elected and qualified. Their successors shall be elected at the first annual or special meeting of the members. A new Board of Trustees shall be elected by the members at each regular annual meeting thereafter and shall hold office for a term of one year and until a successor shall be elected and shall qualify except as hereinafter otherwise provided. The number of Trustees may be altered from time to time by the action of a majority of the members at any regular or special meeting called for such purpose. In the event of any increase in the number of Trustees in advance of the annual meeting, each additional Trustee shall be elected by the then Board of Trustees and hold office until his successor is elected and shall qualify.

4. Vacancies. Vacancies on the Board of Trustees caused by any reason whatsoever shall be filled by vote of a majority of the remaining Trustees even though they may consist of less than a quorum and each person so elected shall be a Trustee until his successor is elected by the members at the next annual meeting.

5. Removal of Trustees. At any regular or special meeting of the members, any one or more of the Trustees may be removed with or without cause at any time by the affirmative vote of seventy-five (75%) per cent of the entire membership of record and a successor may be then elected to fill the vacancy thus created.

6. Compensation. No compensation shall be paid to Trustees for their services as Trustees. No remuneration shall be paid to a Trustee for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Trustees before the services are undertaken.

7. Organizational Meeting. The first meeting of a newly elected Board of Trustees shall be held within ten (10) days of election and at such time and place as shall be fixed at the meeting at which such Trustees are elected, and no notice shall be necessary to the newly elected Trustees in order legally to constitute such meeting, providing a majority of the whole Board shall be present.



8. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined, from time to time by a majority of the Trustees. Notice of regular meetings of the Board of Trustees shall be given to each Trustee, personally or by mail at least two (2) days prior to the day named for the meeting.

9. Special Meetings. Special meetings of the Board of Trustees may be called by the President on two (2) days' notice to each Trustee, given personally or by mail, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Secretary in like manner and on like notice on the written request of at least fifty (50%) per cent of the Trustees.

10. Waiver of Notice. Before or at any meeting of the Board of Trustees, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum. The majority of the Board of Trustees shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

12. Adjournments. The Board of Trustees may adjourn any meeting from day to day or for such other time as may be prudent or necessary in the interests of the Association, provided that no meeting may be adjourned for a period longer than twenty-five (25) days.

13. Fidelity Bonds. The Board of Trustees may require that all officers and employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE VI

##### Officers

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Trustees. The Trustees may appoint an assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary or desirable. The office of Assistant Secretary need not be a member, unit owner, or Board Member.

2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Trustees at the organizational meeting of each new Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief execu-

tive officer of the Association. He shall preside at all meetings of the members and the Board of Trustees. He shall have all of the general powers and duties which are normally vested in the office of the President of a corporation, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees.

6. Secretary. The Secretary shall keep the minutes of all meetings of the members; he shall have the custody of the seal of the Association; he shall have charge of the membership books, and such other books and papers as the Board of Trustees may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Association in such depositories as may be from time to time designated by the Board of Trustees.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Trustees before the services are undertaken.

#### ARTICLE VIII

##### Powers, Rights and Duties of the Association and Members Thereof

1. The Association and its members shall have all the powers, rights, duties and obligations set forth in the Articles of Incorporation for the Association, these By-Laws, rules and regulations pursuant thereto and recorded restrictions, covenants, and conditions of the condominium and as any of the same may be duly adopted or amended. No transfers of memberships in the Association shall be made except as provided therein and no such transfer shall be made upon the books of the Association within eight (8) days next preceding the annual meeting of the members.

2. The members and the Board of Trustees, or each of them, shall have the express authorization, right and power to enter into one or more management agreements with any person or firm in order to facilitate efficient operation of the common area. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the real property, all improvements thereon designated as common area.

3. The terms of said management agreement shall be as determined by the Board of Trustees to be in the best interests of

the Association and shall be subject to the Articles of Incorporation, these By-Laws, and the Declarations affecting the said property.

#### ARTICLE VIII

##### Accounting

1. The Books and Accounts. The books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.
2. Auditing. At the closing of each fiscal year, the books and records of the Association shall be reviewed by a competent committee or firm approved by the Board of Trustees. Report of such review shall be prepared and submitted to all members at or before the annual meeting. Based on such report the Association shall have available for inspection by its members a statement of the income and disbursements of the Association for each fiscal year.
3. Inspection of Books. Financial reports, such as are required to be furnished, and the membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.

#### ARTICLE IX

##### Miscellaneous

1. Corporate Seal. The Board of Trustees shall provide a suitable corporate seal containing the name of the Association, which seal shall be in the custody and control of the Secretary. The seal shall be circular in form, shall have inscribed thereon the name of the Association and the word "Utah" in the circle and the word "Seal" in the middle. If and when so directed by the Board of Trustees, a duplicate seal may be kept and used by such officer or other person as the Board of Directors shall name.
2. Execution of Documents. With the prior authorization of the Board of Trustees, all notes, contracts, or other official documents shall be executed on behalf of the Association by any two (2) officers of the Association.
3. Fiscal Year. The fiscal year of this Association shall be the calendar year.

#### ARTICLE X

##### Amendment of the By-Laws

1. Amendment of the Members. These By-Laws may be amended by the affirmative vote of three-fourths (3/4ths) of the members present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in Paragraph 6, Article V, herein is present at any such meeting.

Amendment may be proposed by the Board of Trustees or petition signed by at least thirty five (35%) per cent of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These laws may not be amended insofar as such amendments would be inconsistent with the recorded Declarations of Covenants, Conditions and Restrictions.

2. Amendment by Trustees. The Trustees of the Corporation by the affirmative vote of three-fourths (3/4ths) of all the Trustees of the Association, may amend or alter the By-Laws of the Association at any regular meeting or at any special meeting, provided, that no such alteration or amendment by the Board of Trustees shall increase the powers of the Board of Trustees. The statement of any proposed amendment shall accompany notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded declarations of covenants, conditions and restrictions.

The foregoing were duly adopted as the By-Laws of Three Fountains Owners Association, a corporation not organized for profit under the Laws of the State of Utah, at the first meeting of the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_ 1969.

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S E C R E T A R Y

APPROVED:

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