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Leann H. Kilts, WEBER COUNTY RECORDER  
28-Oct-19 1239 PM FEE \$148.00 DEP T  
REC FOR: HELGESEN HOUTZ & JONES  
ELECTRONICALLY RECORDED

AMENDED  
DECLARATION  
  
THREE FOUNTAINS  
  
NORTH OGDEN  
  
CONDOMINIUMS

**OCTOBER 2019**

## AMENDED DECLARATION

### THREE FOUNTAINS NORTH OGDEN CONDOMINIUMS

(Rental Restrictions)

This Amended Declaration For Three Fountains North Ogden Condominiums ("2019 Amendment") is made and executed by the management committee of Three Fountains North Ogden Condominiums, a Utah nonprofit corporation ("Three Fountains") on behalf of the Three Fountain unit owners on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents of Three Fountains.

#### RECITALS

- A. Three Fountains was created upon the recording of the "Declaration of Condominium of Three Fountains North Ogden" ("Enabling Declaration") on or about July 19, 1973, as Entry No. 597546, in Book 1030, beginning on page 249, in the Office of the Weber County Recorder, along with the accompanying Record of Survey Maps.
- B. The Enabling Declaration has been amended by subsequent amendments voted on, adopted and recorded, which Enabling Declaration and all subsequent amendments, including amendments to the Association Bylaws, shall collectively be referred to herein as the "Governing Documents."
- C. Three Fountains consists of 64 units and Common Areas created in accordance with plans and drawings set forth in the Record of Survey Maps.
- D. This 2019 Amendment shall be binding against the real property described in Exhibit "A" attached hereto.
- E. This 2019 Amendment shall replace, modify and/or add to certain provisions contained in the Governing Documents as set forth more fully below, having received the necessary votes of the Association's membership pursuant to the requirements of the Governing Documents.
- F. The intent of this 2019 Amendment is to restrict the number of units that can be rented at Three Fountains and to limit the number of units that any one person may own at Three Fountains.

NOW, THEREFORE, to accomplish the unit owners' objectives, this 2019 Amendment is hereby adopted. It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following 2019 Amendment and its covenants, restrictions,

limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of Three Fountains and all unit owners, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above Recitals are hereby approved and accepted as being accurate and shall constitute part of this 2019 Amendment.

## ARTICLE I RENTAL RESTRICTIONS

Three Fountains hereby adopts the following provisions setting forth the basis upon which Three Fountains shall adopt rental restrictions:

WHEREAS, the Unit Owners within the Association desire to preserve and enhance the quality of life at Three Fountains and have purchased their Unit for the purpose of using their Unit as an owner occupied single family residence; and

WHEREAS, the Owners have purchased a Unit in a condominium association because they understand the condominium association living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium association by having residents who are owners and are committed to the long-term welfare and good of the community; and

NOW THEREFORE, to accomplish the Owners' objectives, the following 2019 Amendment is adopted. If there is any conflict between this 2019 Amendment and any provision of the Governing Documents, this 2019 Amendment shall prevail. This 2019 Amendment shall become effective upon recording. Words used herein shall have the same meaning as defined in the Enabling Declaration unless otherwise defined herein or unless their usage clearly indicates another meaning.

- 1.1 **Leasing Prohibited.** The leasing of a Unit at Three Fountains is prohibited unless the leasing is consistent with this 2019 Amendment.
- 1.2 **Limited Leasing Permitted.** No Unit may be rented or leased for less than twelve (12) consecutive months. No short term, weekly, weekend, or overnight rentals, shall be permitted.
- 1.3 **Six Unit Cap.** Not more than ten percent (10%) of the Units at Three Fountains shall be occupied by non Unit Owners at any one time.
- 1.4 **Board Approval of Leases.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Three Fountains Board who shall determine compliance with this Article I.

1.5 **Notification to Board.** Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non-Unit Owner shall notify the Board in writing of their intent to lease their Unit. The Board shall maintain a list of those Unit Owners who have notified it of an intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit in the same order the Board receives the written notice of intent to lease a Unit from the Unit Owners. No permission shall be granted to lease a Unit until less than ten percent (10%) of the Units at Three Fountains are occupied by non-Unit Owners.

1.6 **Restrictions Not Applicable.** The restrictions contained herein shall not apply:

- (a) To a Unit Owner who is a member of the military and is temporarily deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Unit during the period of temporary military deployment. The Unit Owner who is temporarily deployed may lease their Unit during the period of temporary military deployment. However, if the Unit Owner moves from the Unit due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Unit and Unit Owner and the exemption herein shall terminate;
- (b) To a parent, grandparent, or child who is a Unit Owner and leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
- (c) To a Unit Owner who moves at least 30 miles away from the Unit by reason of being relocated by the Unit Owner's employer, if relocation of the Owner is scheduled by the employer for a period of less than two years;
- (d) To a Unit Owner who moves at least 30 miles away from their Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
- (e) To a Unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current Resident of the Unit or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.

Units leased under the exceptions contained in this Paragraph 1.6 shall not be counted toward the ten percent (10%) cap on rental restrictions.

1.7 **Grandfather Clause.** Those Units that are occupied by non Unit Owners at the time this Amendment is recorded at the Weber County Recorders Office may continue to be occupied by non Unit Owners until the Unit Owner sells, conveys or transfers the Unit, occupies the Unit, or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Unit, transfers the Unit or occupies the Unit. A list of Units to which this section 1.7 applies is attached as Exhibit "B".

- 1.8 **Transfer of Unit.** For purposes of section 1.7, a transfer occurs when one or more of the following occur: (a) the conveyance, sale, or other transfer of a Unit by deed; (b) the granting of a life estate in the Unit; or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 1.9 **Tracking.** The Board shall create by rule or resolution, procedures to determine and track the number of rentals and Units in Three Fountains subject to the provisions described in sections 1.5, 1.6 and 1.7 above, and shall ensure consistent administration and enforcement of the rental restrictions in this Amendment.
- 1.10 **Rental Unit Defined.** As used herein, "Rentals", "Rental Unit" or "Unit" means a Unit or Units owned by an Owner that is Occupied by one or more individuals while, at the same time, the Unit Owner does not occupy the Unit as the Owner's primary residence.
- 1.11 **Renting Defined.** As used herein, "Renting" or "Leasing" means a Unit that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Unit. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.
- 1.12 **Non Owner Defined.** As used herein, "Non Owner" means an individual or entity that is not an Owner as reflected on the official records of the Weber County Recorder.
- 1.13 **Occupied Defined.** As used herein, "Occupied" means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be Occupied by a Non Owner if the Unit is Occupied by someone other than the Unit Owner.
- 1.14 **Single Family Defined.** "Single Family" means 1) a single person living alone or with the person's children, 2) up to two unrelated persons, or 3) a husband/wife relationship with or without children. Nothing herein shall modify or impact the HOPA age 40 minimum age requirement.
- 1.15 **Violation.** Any Unit Owner who violates the provisions of this 2019 Amendment in any manner, including but not limited to leasing their unit without first obtaining written authorization from the Board or by leasing their unit in violation of the ten percent (10%) unit restriction, shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amendment. If the Association retains legal counsel to enforce this Amendment, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amendment.

- 1.16 **Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Unit, while the Owner is present. As used in this paragraph, "temporarily" mean for a period not exceeding fifteen (15) days in any thirty (30) day period nor more than forty-five (45) days in any 365 day period.
- 1.17 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**ARTICLE II  
LIMITS ON UNIT OWNERSHIP**

- 2.1 **Number of Units.** No person, group of related persons, entity, or related entity shall own, possess or hold title to more than two (2) Units within Three Fountains.
- 2.2 **Definitions.** As used herein, "group of related persons" shall mean those persons related by marriage as well as any person who is a child, parent, grand-parent, spouse, aunt or uncle of any person who holds title to or has a legal interest in a Unit. As used herein "entity" shall mean and include, but is not limited to, any business, corporation, limited liability corporation, trust or business arrangement. As used herein an entity is a "related entity" to a person, group of related persons, or entity, when any person, or group of persons, or entity possess any ownership or beneficial interest whatsoever in an entity that has any form of legal interest in a Unit within Three Fountains. The purpose and intent of this section it to prohibit related persons and entities from taking title to Units in the names of various entities in an attempt to avoid the two (2) Unit restriction. Any form or ownership or arrangement intended to circumvent this restriction is a violation of this Article II.
- 2.3 **Severability.** If any article or provision of this 2019 Amendment is determined to be invalid, the remaining provisions hereof shall remain in full force and effect and shall not be affected thereby. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

This 2019 Amendment shall take effect upon recordation in the office of the Weber County Recorder.

*[Signatures on Next Page]*

**CERTIFICATION**

It is hereby certified that the unit owners representing at least a two-thirds (2/3) vote of those in attendance at a duly called and constituted meeting of the unit owners have approved and consented to the amendments stated herein.

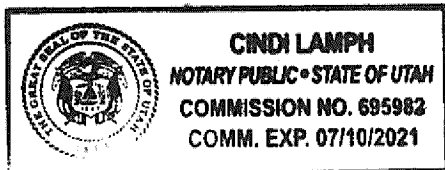
IN WITNESS WHEREOF this 28 day of October, 2019.

**THREE FOUNTAINS NORTH OGDEN CONDOMINIUMS**

By Sharon L. Eva  
President

STATE OF UTAH                    )  
  : ss  
COUNTY OF WEBER            )

On the 28 day of October, 2019, personally appeared before me Sharon Eva, who being duly sworn, did say that she is the President of Three Fountains North Ogden Condominiums and that the within and foregoing instrument was signed on behalf of said entity, and acknowledged to me that she is the signer of the above instrument and the information contained therein is true and correct to the best of her knowledge.



Cindi Lamph  
Notary Public

**EXHIBIT "A"****Three Fountains North Ogden**  
Legal Description

Three Fountains North Ogden Condominium, Amended, North Ogden City,  
Weber County, Utah.

<b><u>Building</u></b>	<b><u>Unit</u></b>	<b><u>Tax I.D. #</u></b>
E-4	1-8	18-116-0001 thru 0008
E-5	9-16	18-116-0009 thru 0016
P-2	17-24	18-116-0017 thru 0024
E-8	81-88	18-116-0025 thru 0032
P-1	89-96	18-116-0033 thru 0040
E-1	97-104	18-116-0041 thru 0048
E-2	105-112	18-116-0049 thru 0055
E-3	113-120	18-116-0056 thru 0063