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*E.L. Miller*

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AMENDMENT  
OF  
DECLARATION OF CONDOMINIUM  
OF  
THREE FOUNTAINS NORTH OGDEN

*13-059-0001 FILED 01072*

This Amendment of Declaration of Condominium of Three Fountains North Ogden is made on the 17 day of July, 1980, by the Management Committee of Three Fountains North Ogden, pursuant to two-thirds vote of those in attendance at a duly called and constituted special meeting of the Unit Owners and pursuant to the provisions of paragraph 17 of the Declaration.

1. Paragraph 6 (a) shall be amended to read:

"6 (a) Management Body. The business, property and affairs of the Project shall be managed by the management committee composed of five (5) members as provided in the By Laws."

2. Paragraph 6 (f) is amended to read:

"6 (f) Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the common areas requiring an expenditure in excess of \$1,000.00 without the prior approval of Unit Owners holding a majority of the voting power."

3. To Paragraph 6 there shall be added a new subparagraph which shall be (h) and shall read as follows:

"6 (h) Acceptance of New Common Areas. The management committee shall not accept for maintenance or other purposes new common areas and facilities unless and until the same are properly constructed or finished as is appropriate."

4. Paragraph 7 (d) is amended to read:

"7 (d) Method, Payment of Assessments, etc. Annual assessments shall be made on a calendar year basis. The Management

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Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee as the date of commencement of the Project. Each annual assessment shall be due and payable in monthly installments on the 1st but not later than the 10th day of each and every month and no separate notices of such monthly installments shall be required. A late charge of \$5.00 per month shall be assessed for payments received later than the 10th of each month.

5. Paragraph 7 (e) is amended to read:

"7 (e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year a special assessment, subject to the provisions of Paragraph 6(f) above, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manager of assessing for expenses authorized by other paragraphs hereof which shall make specific reference to this paragraph. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in Common Areas shall be determined on the same basis set forth in subparagraph (c). Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the prime rate of interest as quoted by Prudential Federal

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Savings and Loan Association, Ogden, Utah per annum from the date it becomes due and payable if not paid within thirty (30) days after such date."

6. To Paragraph 7 there shall be added a new subparagraph which shall be (j) and shall read as follows:

"7(j) The common expense provided for in this paragraph shall commence as to Declarant owned Units at the time such Unit is substantially completed and ready for occupancy or at the time of passage of final inspection by the North Ogden City building inspector, which ever occurs first. Declarant shall notify Management Committee in writing as to such date and the status of the occupant, if any, (i.e. purchaser or leesee).

7. Paragraph 8(a) is amended to read as follows:

"8(a) Single Family Housing Use. Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use. No Unit shall be occupied by any person under the age of 18 years. Provided however; (1) That in determining whether foregoing restriction is being abridged, account shall not be taken of occupants who are residing in the Unit concerned in conjunction with a visit lasting less than 30 days; (2) That in determining whether such restriction is being violated, account shall not be taken if a child is born to an occupant of an Unit until the child reaches the age of 1 year; and (3) That the restrictions imposed by this paragraph may, on a case-by-case basis, be retained by the unanimous written consent of the Management Committee.

8. Paragraph 8(d) is amended to read:

"8(d) Animals. No livestock, poultry, animals or household pets of any kind shall be kept on the premises. Except, however, household pets kept on the premises as of the date of this amendment may remain."

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9. Paragraph 13 is amended to read:

"13. Service of Process. The name of the person to receive service of process in the cases contemplated by the Act and the place of his residence are:

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325 East 2550 North  
#106  
North Ogden, Utah

11. To Paragraph 19 there shall be added the following:

"19. Enforcement. \* \* \*. Each unit owner shall be responsible for all costs and expenses including attorney's fees incurred by the Management Committee in enforcing the provisions of this paragraph and shall be fully and completely responsible for the tenants, if any, regarding this paragraph.

In witness thereof, the Management Committee has executed these presents by its duly authorized offices this 15<sup>th</sup> day of July, 1980.

MANAGEMENT COMMITTEE  
THREE FOUNTAINS NORTH OGDEN

By: Edward L. Miller  
Edward L. Miller  
President

Attest: Margaret Mcewan  
Margaret Mcewan  
Secretary

STATE OF UTAH            )  
                                  )    ss  
COUNTY OF WEBER    )

On the 15<sup>th</sup> day of July, A.D. 1980, personally appeared before me EDWARD L. MILLER and MARGARET MCEWAN who being by me duly sworn did say, each for himself, that he, the said EDWARD L. MILLER is the president, and she, the said MARGARET MCEWAN is the secretary of the MANAGEMENT COMMITTEE, aforesaid and that the within and foregoing instrument was signed in behalf of the said Management Committee by authority of a

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resolution and said EDWARD L. MILLER and MARGARET MCEWAN  
each duly acknowledged to me that said Management Committee  
executed the same.

*Margaret Mcewan*  
Notary Public

My residence is *Orderville, Utah*  
My commission expires *6-26-84*