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KATHLEEN L. THOMPSON
RECORDER
SALT LAKE COUNTY
FEB 77 1 40 PM '80
David Phillips
Evelyn Thompson

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TISCHNER-PHILLIPS CONDOMINIUM DUPLEXES
THREE FOUNTAINS ADDITION

*Tischner-Phillips
248 E. 4000 So
84117*

Intended to supplement and amend those Covenants, Conditions
and Restrictions as recorded in the Office of the Salt Lake County
Recorder, Entry No. 3326495 , Book No. 4929 , pp. 421
which project is more particularly described as follows:

Beginning at a point on the section line 560.800
feet N.0°01'10" E. from the West 1/4 corner of Section 8,
T. 2 S., R. 1 E., S.L.B. and M.. Said point is also
the N.W. corner of Parcel No. 3 Recreation Area, as
conveyed by Quitclaim Deed Entry No. 2315775 as recorded
in Book 2818, Page 408, Office of the Salt Lake County
Recorder; thence S. 83°42' E. 157.823 feet along the
Northerly line of said Parcel No. 3; thence N. 06°48'30" E.
132.323 feet to the Southerly line of Three Fountains
Townhouses Phase Two according to the record of survey
thereof; thence N. 82°06'50" W. 24.280 feet along said
Southerly line of said Phase Two; thence N. 83°55'20" W.
149.300 feet continuing along said Southerly line to the
Section line; thence S. 0°01'10" W. 133.210 feet along
said Section line to the point of beginning.

Together with a landscaping-grading easement 8 feet wide,
parallel to and adjacent to the Easterly line of the
above description.

30 foot access easement right of way:
Beginning at a point on the Southerly line of Three
Fountains Townhouses Phase Two according to the record
of survey thereof, said point of beginning is 694.010t
feet N. 0°01'10" E. along the Section line and 149.300
feet S. 83°55'20" E. and 24.280 feet S. 82°06'50" E.
from the West 1/4 corner of Section 8, T. 2 S., R. 1 E.,
S.L.B. and M.; thence S. 82°08'50"E. 101.780t feet along
said Southerly line to the Westerly line of Three Fountains
Circle Street, thence S. 11°15'E. 31.755 feet along said
street; thence N.82°06'50" W. 111.625 feet; thence N.
06°48'30" E. 30.005 feet to the point of beginning.

incorporated by reference and creating prior and additional re-
strictions which take precedence over any inconsistencies con-
tained herein are the following:

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1. PREAMBLE. (page 2 of Declaration)

The following paragraph is hereby added:

"Upon termination of the Lease for any reason, the management committee and/or association of the Addition project will take over all functions previously performed under the Lease by the (old) Three Fountains Committee and/or Association."

2. DEFINITIONS.

The following definitions are hereby added:

"4.23 The term "plat" shall be used interchangeably with and shall have the same meaning as the term "map" hereinbefore defined at paragraph 4.8.

4.24 Whenever the terms "management committee" and "association" are used hereinafter in paragraphs 12.2, 12.3, 13.6, 13.10, 13.11, 14.1(A), 14.3, 14.4, 15.2 and 18.6, those terms shall refer to the (old) Three Fountains project committee and association and not to the Addition as hereinbefore defined at paragraphs 4.12 and 4.15."

3. DESCRIPTION OF PROPERTY.

The following section is hereby added:

5.4 "H. All items defined in the condominium act to be common property will be common property for the purposes of this Declaration."

4. OWNERSHIP AND USE.

Paragraph 7.5 is hereby excused in its entirety and replaced with the following:

"7.5 Interest in Common Areas and Facilities. Each condominium unit shall have an equal undivided 25% interest in the common areas and facilities in accordance with the provisions of the Utah Condominium Ownership Act, §57-8-7, Utah Code Ann."

5. PERCENTAGE OF OWNERSHIP AND VOTING RIGHTS.

The last sentence of paragraph 9 shall be deleted and the following sentence substituted:

"The percentage of right of participation in Common Areas and Facilities shall be one which is a 25% equal and undivided pursuant to §57-8-7, Utah Code Ann."

6. MANAGEMENT.

The last sentence of paragraph 11.1 is hereby deleted and amended to read:

"No amendment to the Declaration not consented to by all unit owners shall increase the scope of this authorization, and no such authorization shall be valid after the first to occur of the following:

(a) Expiration of the time limit set forth in the Declaration herein; or,

(b) After units to which three-fourths of the undivided interest in the common areas and facilities appertain have been conveyed."

7. ASSESSMENTS.

The first sentence of paragraph 13.1 is hereby deleted and the following sentence inserted:

"Every unit owner shall pay his proportionate share of the common expense including insurances in paragraph 14, which share shall be an equal undivided interest, from time to time as provided in paragraph 25 of this Declaration."

8. INSURANCE.

A. Paragraph 14.2(D) is hereby amended and changed from:

"Tischner-Phillips Condominium Duplexes Three Fountains Addition," to read: "Association of Unit Owners of Tischner-Phillips Condominium Duplexes Three Fountains Addition."

B. Paragraph 14.5(a) is hereby amended as follows:

"a mortgagee's designee" shall be inserted after the phrase, "the unit owner, a mortgagee," and before the phrase, "the Management Committee...."

C. Paragraph 14.5 is hereby amended to add the following:

"(e) pursuant to FHLMC Guideline 3.207(g), no condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements."

9. EMINENT DOMAIN.

Paragraph 17.2, line ten, shall be amended to read, "... Committee shall act as agent for each unit owner, as well as the undivided interests in the common areas, except for..." (addition underscored).

10. MORTGAGE PROTECTION.

A. The parenthetical statement beginning at paragraph 18.4, line 7, and ending at paragraph 18.4, line 10, is hereby DELETED in its entirety.

B. Paragraph 18.6, lines one and two and the and the first three words of line three are hereby DELETED.

11. SALE OR LEASE; RIGHT OF FIRST REFUSAL.

Paragraph 19.12 shall be added to read:

19.12 Any right of first refusal contained in paragraph 19 herein shall not impair the rights of a first mortgagee to: Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage; or, accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or, interfere with a subsequent sale or lease of a unit so acquired by the mortgagee."

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12. ADMINISTRATIVE RULES AND REGULATIONS.

Paragraph 23 shall have added to it the following sentence:

"Any rules adopted hereby shall not be inconsistent with the Declaration or the Act."

13. AMENDMENT.

The following sentence is hereby added to Paragraph 25.1:

"Furthermore, no amendment of the Declaration or the map will be adopted which operates to the disadvantage of any of the mortgagees or contrary to any FHLMC requirements.

14. Any ambiguities or inconsistencies as between the Declaration and the Lease Agreement shall be construed as set forth herein and in the Declaration and shall take precedence over any language to the contrary contained in the Lease Agreement.

IN WITNESS WHEREOF, the undersigned, SHIRLEE E. TISCHNER and DAVID A. PHILLIPS, as owners of the land described in the Plat of June 5, 1979 recorded concurrently herewith, have each set their hand and seal to these Amendments to Declaration of Covenants, Conditions and Restrictions of TISCHNER-PHILLIPS CONDOMINIUM DUPLEXES THREE FOUNTAINS ADDITION this 5th day of February, 1980.

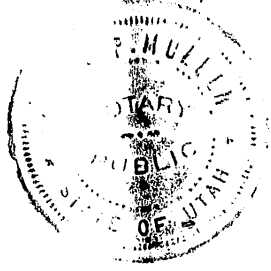
Shirlee E. Tischner
Shirlee E. Tischner

David A. Phillips
David A. Phillips

ATTEST:

STATE OF UTAH)
County of Salt Lake) ss.

On the 5th day of February, 1980, personally appeared before me SHIRLEE E. TISCHNER and DAVID A. PHILLIPS, who, being by me duly sworn, did say that they are the owners of the land described in the Plat of June 5, 1979 recorded concurrently herewith, and as owners have executed the foregoing instrument.



P. Mullin
NOTARY PUBLIC residing in Salt Lake County, Utah
Commission expires:

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