



\*W2601382\*

After Recording Return To:  
Richards, Kimble & Winn, PC  
2040 E. Murray-Holladay Rd., Suite 106  
Salt Lake City, UT 84117

EH 2601382 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
19-OCT-12 1126 AM FEE \$87.00 DEP JKC  
REC FOR: THREE FOUNTAINS NORTH

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

RECITALS

A. Certain real property in Weber County, Utah, known as Three Fountains North Ogden was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Condominium of Three Fountains North Ogden recorded on June 16, 1998, as Entry No. 1552958 in the Recorder's Office of Weber County, state of Utah, together with any amendments or supplements thereto ("**Declaration**");

B. The following amendments shall replace, modify and/or add to certain provisions contained in the Declaration and/or any amendments thereto as set forth more fully below, having received the necessary votes of the Association's membership pursuant to the requirements of the Declaration.

C. The purpose of this amendment is to address the current situation where carports with storage are being used in violation of the terms of the Declaration requiring that the exclusive right to use and occupy a carport with storage appurtenant to a Unit shall always be conveyed, devised, encumbered and otherwise affected only together with the Unit and may not be separated therefrom, and to clarify the status of carports with storage which were never assigned to any particular Unit concurrently with the sale thereof by the Declarant. (See generally Section 4, subsection (b) of the Declaration).

D. This amendment shall be binding against the property described in the Declaration and as contained in **Exhibit A** attached hereto;

Now, THEREFORE, for the benefit of the Association and all members thereof, the Management Committee hereby executes this amendment, for and on behalf of the Association.

**Section 4. Nature and Incidents of Condominium Ownership. Subsection (b) "Limited Common Areas"** of the Declaration is hereby amended by adding the following language (all existing language of Section 4 is to remain the same):

(1) Carports with Storage. Notwithstanding anything to the contrary in this subsection (b) or in subsection (d), each of the sixteen (16) carports designated by capital letters A to P

("Carports A to P") and each of the sixteen (16) storage units designated by capital letters A to P (Storage Units), are subject to assignment, to a given Unit by the Management Committee from time to time in its discretion. Each Carport A to P and each Storage Unit is Limited Common Area of the Unit to which either is assigned until such time as it is assigned to a different Unit by the Management Committee.

The exclusive right to use and occupy a Carport A to P or a Storage Unit shall always be conveyed and otherwise affected only together with the Unit to which either is assigned by the Management Committee and may not be separated, assigned or re-assigned, except by the Management Committee. No single Unit may be assigned more than one Carport A to P or Storage Unit. A storage shed built underneath the stairs is considered one (1) shed for purposes of this amendment. Furthermore, a storage shed erected behind the clubhouse is also counted and deemed one (1) shed for purposes of this amendment.

The Management Committee is authorized to establish such procedures and requirements, including a waiting list and numbering system, as it deems necessary to carry out the provisions of this Amendment from time to time.

With respect to 'sheds' installed on the common area adjacent to the clubhouse (Tuff-Sheds or any other brand), they must be removed, and the common areas restored, within 30 days of the owner selling their unit, otherwise, the abandoned shed and all contents thereof, shall become the property of the Association after the owner has been provided at least 30 days' notice at their last known address (which may be the address of the Three Fountains property unless the owner provides a forwarding address). In the alternative, if an owner does not desire to remove their shed as stated herein, it may be 'sold' or 'conveyed' to another owner in the Association who does not already have an assigned storage shed. The current owner of any such shed at any given time, shall be responsible for its maintenance, care and replacement and the Association shall not be liable for any damage, theft or loss to the shed or its contents. A unit owner conveying their shed to another owner must notify the Association of the new owner or forfeit the shed to the Association within 10 days.

(2) Exception. Notwithstanding the foregoing or paragraph (3) below, if a Carport A to P and Storage Unit were assigned by Declarant to a Unit concurrently with the sale of the Unit and if such assignment was included in the recorded deed conveying the Unit or in any other duly recorded instrument, and if a copy of such recorded document is provided to the Management Committee within 30 days of recording of this amendment, and if neither the Carport A to P nor Storage Unit have been assigned thereafter to any other Unit, Unit Owner or person, then such Carport A to P and Storage Unit are not subject to assignment by the Management Committee for so long as they both remain assigned together to the originally assigned Unit.

Future sheds or currently built and existing sheds located on common area or limited common area patios (other than any existing shed(s) which have been formally grandfathered by the Association) are strictly prohibited. For those sheds currently situated and existing on patios, such was not properly permitted, but to be equitable to the owners and to help protect the aesthetics of the Association, all such sheds on patios must be removed but only when the unit is sold. A separate notice may be recorded informing prospective buyers of this requirement.

(3) Grandfathering. No Carport A to P or Storage Unit is subject to assignment by the Management Committee until such time as the Owner exercising exclusive use of such a Carport or Storage Unit as of the date of recording of this amendment conveys ownership of his or her Unit to another, at which time, the Management Committee shall have the exclusive right and authority to assign the right to use of such Carport A to P or Storage Unit, except as provided in paragraph (2) above.

(4) Notification Required. Any Unit Owner claiming a right to the exclusive use of a Carport A to P or Storage Unit shall:

i. within 14 days of the recording of this Amendment, deliver written notice to the Management Committee setting forth his or her name, address, Unit number and the Carport A to P or Storage Unit that they claim exclusive use of, and

ii. notify the Management Committee of any sale or conveyance of his or her Unit prior to such sale or conveyance.

(5) Carport and Storage Unit Assessment. Units assigned a Carport A to P or a Storage Unit shall be subject to a Carport and Storage Unit Assessment levied by the Management Committee monthly, quarterly or annually, as they so determine, for the purpose of covering the expenses incurred by the Association in maintaining, repairing and replacing the Carports A to P and the Storage Units and any other expenses incurred by the Association attributable to the Carports A to P and the Storage Units. The Carport and Storage Unit Assessment shall be a lien and the personal obligation of the Owner in the same manner as any other assessment under Section 7 of this Declaration and shall be collectible by the Association in the same manner as a regular assessment with all of the same remedies, rights and obligations which pertain thereto.

**IN WITNESS WHEREOF**, Three Fountains North Ogden Condominiums has executed this amendment to the Declaration as of the 18<sup>th</sup> day of OCTOBER, 2012.

**Three Fountains North Ogden Condominiums**

*Kim Bond*  
\_\_\_\_\_  
,President

*Charrie Vandriel*  
\_\_\_\_\_  
,Secretary

STATE OF UTAH                    )  
  :SS  
County of WERCOP )

On the 18<sup>th</sup> day of OCTOBER, 2012, personally appeared before me CHARRIE VANDRIEL and KIM BONDPERSON who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.

*Rhees Cragun*  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**Legal Description**

The following units in the buildings indicated, in Three Fountains North Ogden Condominium, North Ogden City, Weber County, Utah, according to the official plat thereof on record with the Weber County Recorder:

| <b>Buildings:</b> | <b>Units:</b> | <b>Tax I.D. #</b>          |
|-------------------|---------------|----------------------------|
| E-4               | 1 - 8         | 18-116-001 through 0008 ✓  |
| E-5               | 9 - 16        | 18-116-009 through 0016 ✓  |
| P-2               | 17-24         | 18-116-0017 through 0024 ✓ |
| E-8               | 81-88         | 18-116-0025 through 0032 ✓ |
| P-1               | 89-96         | 18-116-0033 through 0040 ✓ |
| E-1               | 97 - 104      | 18-116-0041 through 0048 ✓ |
| E-2               | 105 -112      | 18-116-0049 through 0055 ✓ |
| E-3               | 113 - 120     | 18-116-0056 through 0063 ✓ |

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**SHED ASSIGNMENTS**

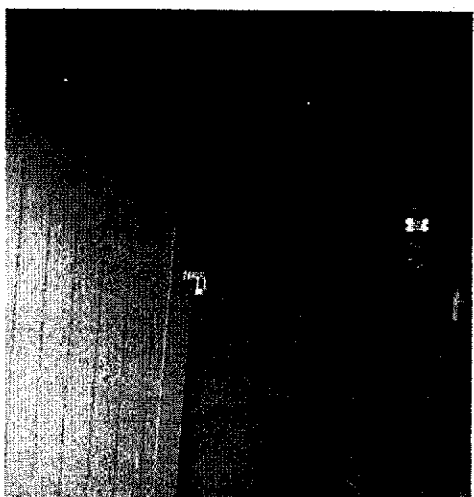
JULY 1, 2012

A Walser  
 B Adams  
 C\* Eva  
 D Rubert #109  
 E Rubert #110  
 F Lang  
 G Kennedy  
 H\* Eva  
 I Tarran  
 J Shaw, G  
 K Brittain  
 L Robinette  
 M Fristchle  
 N Wirick  
 O Moffet  
 P Nelson

AA Cragun (Was Bybee)  
 BB Harris (Was Rackham)  
 CC Webber (Was Jensen)  
 DD  
~~EE~~

Under Stairs:  
 Harris/Eva\* Bldg 1 Unit #7  
 Shaw, G Bldg #2, Unit #117  
 Rowley Bldg#3 Unit #10  
 Shaw, J Bldg #3 Unit #13  
 Cummings Bldg #7 Unit #97  
 (Free Standing)  
 Hazen Bldg #11 Unit #82

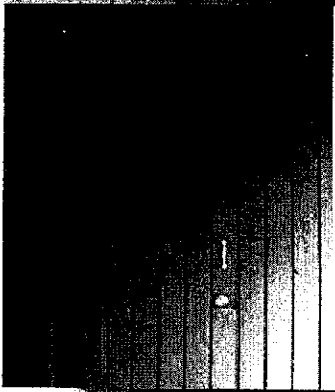
#85  
~~XXXXXXXXXX~~  
Simmons



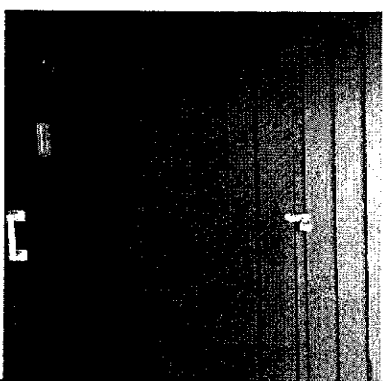
#5  
Eva/Harris



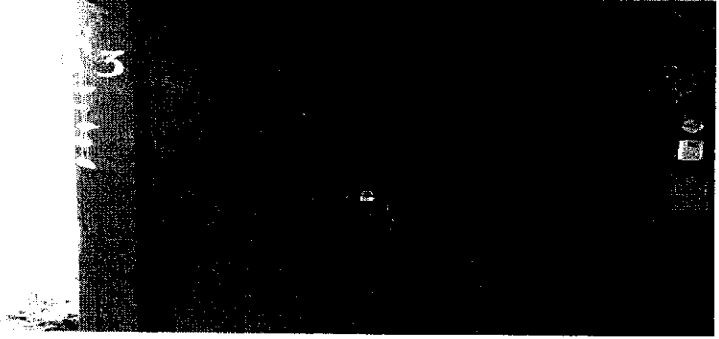
#82  
Hazen



#10  
Rowley



#13  
J. Shaw



#117 Pic Not Available  
G. Shaw

2012 - Oct

Craigun, Webber, Hammi

