

**AMENDMENT TO THE CONDOMINIUM DECLARATION FOR  
STONEGATE (AN EXPANDABLE CONDOMINIUM)**

**RECITALS**

1. The Declaration of Stonegate (an Expandable Condominium) ("the Declaration") was executed on June 24, 1987 and recorded as Entry No. 10117352 in the Weber County Recorder's Office beginning on page 417 of Book 1521.

2. Stonegate (an Expandable Condominium) ("Stonegate") is contained within the real property described in Exhibit "A."

3. During its existence, Stonegate has allowed unit owners to lease their units to tenants without first consulting the owners' association.

4. A number of the unit owners have leased their units to tenants.

5. Some of these tenants have caused problems at Stonegate and have detracted from the peace and enjoyment of other residents of the condominium.

6. The unit owners have decided to take steps to ensure that unit owners take responsibility for their tenants in order to reduce the disruption caused by unruly tenants and to preserve the property values of their units.

Therefore, the owners of the units at Stonegate do hereby adopt the following amendment to the Declaration.

**SECTION ONE**

There is hereby added a new paragraph to Article XV of the Declaration, which shall read as follows:

Unit owners who lease their units under the provisions of this Article shall be deemed to have accepted responsibility for the actions of their lessees. In order to meet this obligation, unit owners who rent their units shall be deemed to have agreed to the following provisions and these provisions shall be deemed to be incorporated into the lease of each unit leased at the project:

(a) Within thirty (30) days of executing any lease, the Unit Owner shall inform the Management Committee in writing of:

(i) the name and phone number of the party or parties who have leased the Unit;

(ii) the number of people who will be occupying the Unit.

This information may be provided to the Management Committee by providing the Management Committee with a copy of the lease, provided that the lease includes this information.

(b) The Unit Owner shall supply the lessee with a copy of this Declaration and the Rules and Regulations governing the project. The Unit Owner shall certify to the

E# 1711317 BK2077 P#1153  
DOUG CROFTS, WEBER COUNTY RECORDER  
15-JUN-00 1005 AM FEE \$99.00 DEP JPM  
REC FOR: STONEGATE.CONDO.ASSOC

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Management Committee in writing that he has supplied the lessee with those documents within thirty (30) days of entering into any lease.

(c) The Unit Owner shall remain at all times primarily responsible for the payment of all assessments. In the event the assessments imposed on a leased unit are not paid, the Management Committee may bring suit against the Unit Owner without naming the lessee as a defendant. In any action to recover unpaid assessments, the Unit Owner may not avoid liability for the assessments by claiming that the lessee has assumed the responsibility for paying those assessments.

(d) In the event a lessee violates the terms of this Declaration or one of the rules and regulations established by the Management Committee governing activities and behavior at the project, the Management Committee may levy all applicable fines against the Unit Owner. Any fines levied against the Unit Owner may be levied either in addition to, or instead of, levying a fine against the lessee.

SECTION TWO

This amendment shall take effect when recorded.

CERTIFICATION

It is hereby certified that the unit owners representing at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the undivided interests in the common areas and facilities in Stonegate (An Expandable Condominium, and fifty-one (51%) of the eligible holders of first mortgages on units to which mortgages appertain have approved and consented to the amendments stated herein.

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In witness hereof, executed this 16 day of MAY, 2000.

STONEGATE CONDOMINIUM MANAGEMENT COMMITTEE

By: Randall Brady

Its: President

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

On the 16 day of May, 2000, personally appeared before me Randall Brady who being duly sworn, did say that he is the President of the Stonegate Condominium Management Committee and that the within and foregoing instrument was signed on behalf of said management committee, acknowledged to me that he is the signer of the above instrument, that he has been authorized by the management committee and the owners' association to execute this document, and that the information contained therein is true and correct to the best of his/her knowledge.

[Signature]  
Notary Public



Exhibit "A"

Units 1 through 12, Stonegate Phase 1, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-324-0001 through 07-324-0012

Units 13 through 24, Stonegate Phase 2, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-330-0001 through 07-330-0012

Units 37 through 48, Stonegate Phase 3, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-333-0001 through 07-333-0012

Units 25 through 36, Stonegate Phase 4, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-334-0012 through 07-334-0012

Units 49 through 60, Stonegate Phase 5, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-351-0001 through 07-351-0012

Units 61 through 72, Stonegate Phase 6, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-<sup>365</sup>~~257~~-0001 through 07-357-0012

Units 73 through 84, Stonegate Phase 7, A Condominium Project, Washington Terrace City, Weber County, Utah.

07-366-0001 through 07-366-0012