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ERNEST D. ROWLEY, WEBER COUNTY RECORDER
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ELECTRONICALLY RECORDED

AMENDMENT
to the
Declaration
of
Seven Oaks
Condominium Association

August 2012

AMENDMENT
to the
Declaration
of
Seven Oaks
Condominium Association

This Amendment to the Declaration of Seven Oaks Condominium Association ("Amended Declaration") is made and executed on the date shown below by the lot owners in Seven Oaks Condominium Association ("Seven Oaks") after having been voted on and approved by the owners in Seven Oaks.

RECITALS

WHEREAS, Mountain Meadows Multiple Unit Condominium ("Mountain Meadows"), was created by the recording of a "Declaration of Condominium Mountain Meadows Multiple Unit Condominium" (hereinafter "Enabling Declaration") recorded in the records of Weber County, Utah, on April 27, 1993, as entry number 1222820, in book 1660, beginning on page 2545; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each lot as shown on the plat maps for Mountain Meadows, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 18 lots at Mountain Meadows.

WHEREAS, the owners of lots in Mountain Meadows changed the name of the association in 1993 by recording a "Notice of Name Change of Mountain Meadows Multiple Unit Condominium Phase 4 and 5" recorded in the records of Weber County, Utah, on September 23, 1998 as entry number 1575903, in book 1957, beginning on page 2837. Throughout the rest of this Amended Declaration the association shall be called Seven Oaks; and

WHEREAS, The lot owners in Seven Oaks are desirous to create the Seven Oaks

Condominium Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the common area and enforcing the provisions of the Enabling Declarations and any amendments thereto. The Association will be the governing body of Seven Oaks and will operate in accordance with this Amended Declaration, the Articles of Incorporation (attached as Exhibit "B") and the Bylaws of the Association (attached to the Enabling Declaration as Exhibit "B") for the purpose of managing the common area and enforcing the provisions of the Association documents.

NOW THEREFORE, To accomplish the lot owners' objectives, the following amendments are hereby adopted to amend the Enabling Declaration and to create the Seven Oaks Condominium Association, a Utah non-profit corporation. If there is any conflict between this Amended Declaration and the Enabling Declaration, this document shall control, unless otherwise stated.

This Amended Declaration shall become effective upon recording. The Enabling Declaration is hereby amended as follows:

AMENDMENT

ARTICLE 1 CREATION OF NON-PROFIT CORPORATION

- 1.1 The lot owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as Seven Oaks Condominium Association, Inc., by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within Seven Oaks and governing the affairs of Seven Oaks in accordance with the provisions of the Enabling Declarations, any amendments to the Enabling Declarations, the Articles of Incorporation and the Bylaws.
- 1.2 By voting to approve this Amended Declaration, the lot owners hereby agree to adopt the following documents:
- a. this Amended Declaration;
 - b. the Articles of Incorporation (Exhibit "B" attached hereto); and
 - c. the Bylaws of the Association (Exhibit "B" to the Enabling Declaration)

as the governing documents of Seven Oaks Condominium Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A".

- 1.3 Pursuant to the provisions in this Amended Declaration wherein Seven Oaks is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Seven Oaks and the common area of Seven Oaks shall hereafter be performed under the direction and authority of the Association's board of directors.

ARTICLE II VOTING

- 2.1 An Owner shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit ("co-owner"), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the co-owners of the Unit mutually agree. Unless the Board of Directors receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of all the Owners. If any co-owner objects to the vote of another co-owner, the vote for that Unit shall be disregarded except for purposes of establishing a quorum. All voting rights shall be subject to the restrictions and limitations provided in the Enabling Declaration, the Articles of Incorporation and Bylaws of the Association.

ARTICLE III AMENDMENTS

- 3.1 This Amended Declaration may be amended:
- a. with or without a meeting, by the affirmative vote of at least sixty seven percent (67%) of the undivided ownership interest in the common areas and facilities possessed by the Owners, and
 - b. by the filing of an instrument for record in the office of the County recorder of Weber County, Utah, executed by an officer of the Association and certifying that such amendment has been duly adopted by the affirmative vote of sixty seven percent (67%) of the Owners.
- 3.2 Consent in Lieu of Vote. In any case in which the Enabling Declaration or this Amended Declaration requires the affirmative vote of a stated percentage of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, approval in writing from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the matter concerned. The following additional provisions shall govern any application of this Section 3.2:
- a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
 - b. The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
 - c. Except as provided in the following sentence, any change in ownership of a Unit

EXHIBIT "A"

Legal Description of Mountain Meadows

All of Mountain Meadows Multiple Unit Condominium Phases 4 and 5, Ogden City,
Weber County, Utah. 06-214-0001 through 0008; 06-222-0001 through 0012

✓ *RP*

EXHIBIT "B"

Articles of Incorporation

ARTICLES OF INCORPORATION

for

Seven Oaks Condominium Association, Inc.

The undersigned adult natural persons, acting as incorporators, hereby establish a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (the "Act") and adopt the following articles of incorporation for such corporation;

ARTICLE I NAME

The name of the corporation is "Seven Oaks Condominium Association, Inc." (hereinafter the "Association").

ARTICLE II DURATION

The Association shall have perpetual existence.

ARTICLE III PURPOSES AND POWERS

- 3.1 **Purposes** The Association is organized as a nonprofit corporation and shall be operated to promote the health, safety and welfare of all members of the Association in connection with Seven Oaks and to establish, provide, and maintain a desirable community and environment for all member lot owners.
- 3.2 **Powers** In furtherance of the foregoing purposes, and subject to the restriction set forth in Section 3 of this article, the Association shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as may be prescribed by law.
- 3.3 **Restrictions Upon Purposes and Powers** The foregoing purposes and powers of the Association are subject to the following limitations:
 - a. **Earnings of Association** No part of the net earnings of the Association (if any) shall inure to the personal benefit of any member of the Association; however, this restriction shall not limit or impair the Association's right to compensate Members for services rendered or for goods sold or leased to the Association;

- b. **Nonprofit Organization** The Association shall be organized and operated exclusively for non-profitable purposes as set forth in Section 528 of the Internal Revenue Code as it is now or may hereafter be amended, or in any corresponding provision of any future law of the United State of America providing for exemption of similar organizations from income taxation; and

ARTICLE IV DIVIDENDS & DISTRIBUTIONS

The Association shall not pay any dividends. No distribution of the corporate assets to Members (as such) shall be made except as permitted by the Internal Revenue Code and the Utah Code sections governing condominiums and community associations. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

ARTICLE V MEMBERSHIP AND VOTING

- 5.1 **Members** The Association shall have Members. Every owner of a lot which is subject to assessment shall be a Member of the Association. Each membership shall be pertinent to and may not be separated from ownership of the lot to which the membership is attributable.
- 5.2 **Stock** No stock in the Association shall be issued. The Board may, in its discretion, issue certificates evidencing a Member's membership in the Association. A person's membership, however, is not affected by the holding of such a certificate and a Member is entitled to all the benefits and subject to all obligation of membership whether or not the Member holds a membership certificated.
- 5.3 **Voting** The Association shall have one class of voting membership. Each lot shall be entitled to one vote on any given matter, regardless of the number of Members owing an interest in such lot. The Members owning a particular lot are authorized to cast the vote attributable to the lot. The Board may suspend the voting rights of Members for a particular lot if the Members are in violation of the Declaration.
- 5.4 **Right to Vote** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each lot must be cast as a lot, and factional votes shall not be allowed. If a lot is owned by more than one person or entity and such owners are unable to agree among themselves as to show their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same lot unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular lot, none of the said votes shall be counted and all said votes

shall be deemed void. Voting by proxy is allowed as set forth in the Association's Bylaws.

- 5.5 **No Cumulative Voting** In any election of the members of the Board, the owner(s) of a given lot shall collectively have one vote for each Director position to be elected. The candidate receiving the highest number of votes for a given Director position shall be deemed elected to such position. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.
- 5.6 **Transfer of Membership** The rights and obligations of memberships in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an owner's lot and then only to the new owner of the lot. A transfer of ownership to a lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall automatically transfer the membership appurtenant to said lot to the new owner thereof.

ARTICLE VI SHARE OF STOCK

The Association shall not issue any shares of stock.

ARTICLE VII DIRECTORS

The management of the affairs of the Association shall be vested in a Board of Directors, except as otherwise provided in the Act, these Articles of Incorporation or the Bylaws of the Association. The number of Directors, their classification, if any, their terms of office and the manner of their election or appointment shall be determined according to the Bylaws of the Association from time to time in force.

Four Directors shall constitute the Board of Directors. Their names and addresses are as follows:

1. Winnifred Ospital, President 1789 Seven Oaks Lane, Ogden, UT 84403
2. Paul Perkin, Vice President 1767 Seven Oaks Lane, Ogden, UT 84403
3. Chris Losee, Secretary 1731 Seven Oaks Lane, Ogden, UT 84403
4. Sherm Losee, Treasurer 1732 Seven Oaks Lane, Ogden UT 84403

**ARTICLE VIII
BYLAWS**

The initial Bylaws of the Association shall be those adopted as the Bylaws by the "Declaration of Condominium Mountain Meadows Multiple Unit Condominium" (hereinafter "Enabling Declaration") and attached to the Enabling Declaration as Exhibit "B".

**ARTICLE IX
INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT**

The address of the initial principal office of the Association is Seven Oaks Condominium Association, Inc., 1789 Seven Oaks Lane, Ogden, UT 84403. The address of the initial registered office is 1789 Seven Oaks Lane, Ogden, UT 84403. The name of the Association's registered agent at such address is Winnifred Ospital.

**ARTICLE X
DISSOLUTION**

The Association may be dissolved only upon termination of Enabling Declarations for Seven Oaks. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 30 days in advance of any action taken. Upon dissolution of the Association, the assets both real and personal of the Association, shall be distributed according to the provisions of the Act and the Utah Code sections governing condominiums and community associations.

**ARTICLE XI
INCORPORATOR**

The name and address of the incorporator of this Association is:

Winnifred Ospital, 1789 Seven Oaks Lane, Ogden, UT 84403

**ARTICLE XII
AMENDMENT**

The Association may amend these Articles of Incorporation by a vote of not less than 75% of the members.

IN WITNESS WHEREOF, I, Winnifred Ospital have executed these Articles of Incorporation this 10 day of August, 2012, and say: That I am the incorporator herein and have read the above and foregoing Articles of Incorporation and know the contents thereof and that the same is true to the best of my knowledge and belief.


Winnifred Ospital

ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above.


Winnifred Ospital