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E# 2670864 PG 1 OF 14
ERNEST D ROWLEY, WEBER COUNTY RECORDER
08-Jan-14 0814 AM FEE \$55.00 DEP SC
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

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; and

WHEREAS, the Enabling Declaration was amended by the "Amendment 1 to Declaration of Condominium of Mountain Meadows Multiple Unit Condominium Phase 4 and 5" recorded in the Office of the Weber County Recorder on April 11, 1996 as Entry No. 1399140; and

WHEREAS, the owners of lots in Mountain Meadows changed the name of the association from Mountain Meadows to Seven Oaks 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 Enabling Declaration was amended by the "Amendment to the Declaration of Seven Oaks Condominium Association" recorded in the Office of the Weber County Recorder on August 10, 2012 as Entry No. 2589942, thereby incorporating Seven Oaks as a Utah nonprofit corporation; and

WHEREAS, the lot owners desire to amend the Enabling Declaration to bring them in compliance with the requirements made by the United States Department of Veteran Affairs so individuals purchasing homes in Seven Oaks can qualify for VA loans; and

NOW THEREFORE, To accomplish the lot owners' objectives, the following amendments are hereby adopted to amend the Enabling Declaration and any amendments to the Enabling Declaration. If there is any conflict between this Amended Declaration and the Enabling Declaration or any amendments to the Enabling Declaration, this document shall control, unless otherwise stated. The capitalized terms found in this Amended Declaration are defined in the Enabling Declaration and shall have the meanings found therein.

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

ARTICLE I COMMON AREA DESCRIPTION

- 1.1 Throughout the Enabling Declaration, when referring to the Common Area, a map is referred to which was to be attached to the Enabling Declaration as Exhibit "A". No such map is attached to the Enabling Declaration. The map attached to this Amended Declaration as Exhibit "B" shall act as the map referred to in the Enabling Declaration.

ARTICLE II MATERIAL AMENDMENTS

- 2.1 Material Amendments (as defined below) or Extraordinary Actions (as defined below) must be approved by Owners entitled to cast at least 67 percent of the votes of the Association.
- 2.2 A Material Amendment includes adding, deleting or modifying any provision regarding the following:
 - (a) Assessment basis or assessment liens;
 - (b) Any method of imposing or determining any charges to be levied against individual unit owners;

- (c) Reserves for maintenance, repair or replacement of common area improvements;
- (d) Maintenance obligations;
- (e) Allocation of rights to use common areas;
- (f) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (g) Reduction of insurance requirements;
- (h) Restoration or repair of common area improvements;
- (i) The addition, annexation or withdrawal of land to or from the project;
- (j) Voting rights;
- (k) Restrictions affecting leasing or sale of a unit; or
- (l) Any provision which is for the express benefit of mortgagees.

2.3 Extraordinary actions include the following:

- (a) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);
- (b) Determining not to require professional management if that management has been required by the association documents, a majority of mortgagees or a majority vote of the members;
- (c) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;
- (d) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of common areas (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended common area use; (ii) dedicating common area as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring common area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);
- (e) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or
- (f) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget.)

ARTICLE III NOTICE

- 3.1 Before a meeting of the members of the Association, all members shall be given notice that complies with the following:
- (a) Notice shall be given at least 25 days before a meeting that is called to approve a Material Amendment or Extraordinary Action.
 - (b) Notice shall be given at least 7 days before a meeting called for a purpose other than to approve a Material Amendment or Extraordinary Action.
 - (c) Each notice must state the purpose of the meeting and contain a summary of any Material Amendment or Extraordinary Actions proposed.
 - (d) The notice must contain a copy of the proxy that can be cast in lieu of attendance at the meeting.

ARTICLE IV INSURANCE

- 4.1 In addition to the insurance provisions found in Article IX the Enabling Declaration, all hazard and flood insurance policies which include any units, must also have the standard mortgage clause and provide for notice to the mortgagee at least ten days before lapse, material modifications or cancellation of the policy.

ARTICLE V RIGHTS OF FIRST MORTGAGEES

- 5.1 Notice to First Mortgagees. All First Mortgagees shall be given (1) thirty (30) days written notice prior to the effective date of any proposed extraordinary action or any material amendment to the Enabling Declaration, this Amended Declaration, or Bylaws of the Association and prior to the effective date of any termination of an agreement for professional management of the properties following a decision of the owners to assume self-management of the properties; and (2) immediate notice following any damage to the common area whenever the cost of reconstruction exceeds \$10,000 and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the properties.
- 5.2 Required Lender Approval. Except upon the prior written approval of seventy-five percent (75%) of all First Mortgagees, neither the Association nor the Board shall be entitled by action or inaction to do any of the following:
- (a) By act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the common area and the improvements thereon, directly or indirectly; or
 - (b) Change the method of determining the obligations, assessments, dues or other

charges which may be levied against a unit owner; or

- (c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units, the exterior maintenance and the dwelling units, the maintenance of common property party walks, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the properties; or
- (d) Fall to maintain fire and extended coverage or insurable common area property on a current replacement cost basis in an amount not less than one Hundred percent (100%) of the insurance value (based on current replacement costs);
- (e) Use hazard insurance proceeds for losses to any common area property for other than the repair, replacement or reconstruction of such improvements; or

5.3 Other Rights of First Mortgagees.

- (a) All mortgagees shall have the right to inspect current copies of this Amended Declaration (and any amendments), the Association's Articles, Bylaws, Association Rules, and other books and records of the Association during normal business hours; and
- (b) Upon demand by a majority of mortgagees, an audit of the association's financial records will be required.
- (c) Upon demand by a majority of mortgagees, professional management of the Association will be required.

5.4 Notices of Action. Upon written request to the Association identifying the name and address of the Lender (and the name and address of the Lender's insurer or guarantor, if desired) and the Unit Number or address, any such Lender (or any such insurer or guarantor) will be entitled to timely written notice of:

- (a) Any condemnation, eminent domain proceedings or casualty loss which affects a material portion of the Condominium or any Unit resulting in losses greater than 10% of the annual budget on which there is a first lien held by such Lender;
- (b) Any default by an Owner of such unit or lot in the performance of such Owner's obligations under the Enabling Declaration, this Amended Declaration, or the Bylaws of the Association, which remains uncured for a period of thirty (30) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any default by an owner of a unit subject to a mortgage held by the mortgagee in paying assessments or charges to the association which remains uncured for sixty consecutive days.

- (e) Any proposal to terminate the declaration or dissolve the association at least 30 days before any action is taken.
- 5.5 First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common area property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the association.
- 5.6 Each owner, including first Mortgagee of a Mortgage encumbering any unit which obtains title to such unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed (or assignment in lieu of foreclosure), shall be exempt from any "right of first refusal".
- 5.7 Each first mortgagee or a Mortgage encumbering any unit which obtains title to such unit or lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such unit free and clear of any claims of unpaid assessments of charges against such unit which accrued prior to the acquisition to such unit by the Mortgagee.
- 5.8 First Mortgagees, pursuant to their mortgages shall have priority over Unit owners in case of a distribution of insurance proceeds or condemnation awards for losses to or taking of common area property.
- 5.9 In addition to the foregoing, the Management Committee may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FHLMC, FNMA or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages encumbering units with Dwelling structures thereon. Each owner thereby agrees that it will benefit the Association as a class of potential Mortgage borrowers and potential sellers, of their dwelling units if such agencies approve the properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Neither this Declaration nor By-Laws of the Association will be amended in such a manner that the rights of any first mortgagee will be adversely affected.
- 5.10 Article XII of the Enabling Declaration is hereby repealed and replaced by this Article V.

ARTICLE VI TERMINATION

- 6.1 The Project may be terminated only by an affirmative vote of at least 75% of the Owners and 75% of the first mortgagee, and only after all First Mortgagees have been given thirty (30) days written notice prior to the effective date of any proposed vote to terminate the project.

**ARTICLE VII
RECORD RETENTION POLICY**

- 7.1 The attached Exhibit "C" shall serve as the record retention schedule for the Association. It shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

**ARTICLE VIII
PROFESSIONAL MANAGEMENT**

- 8.1 If the Board decides to hire a professional manager or professional management company to manage the Association, the management agreement must be terminable for cause upon no more than 30 days' notice and may not be for a period of more than 3 years.

**ARTICLE IX
PARKING**

- 9.1 **Parking.** There are five (5) guest parking spaces within the Association common area. These five (5) parking spaces are to be used exclusively by non-resident guests, delivery vehicles and service vehicles that are temporarily visiting Seven Oaks. Guest parking spaces may not be used by residents nor for the storage of extra vehicles. Residents must park their vehicles in the garage or driveway. When a resident of Seven Oaks anticipates having guests visit who may use guest parking for longer than 24 hours, the resident should first inform immediate neighbors how long the guests will be using the guest parking. No resident shall permit a guest to use a guest parking space for more than 10 days in any 30 day period.
- 9.2 **Street Parking.** No parking is permitted on streets within Seven Oaks, except for periodic, temporary delivery vehicles or service vehicles.
- 9.3 **Guest Defined.** For purposes of this Article, a guest is any person who resides within a home at Seven Oaks for less than 10 days in any 30 day period.
- 9.4 **Fines.** Any owner who violates the Seven Oaks parking provisions or whose guest violates these provisions, shall be subject to a fine as provided in the Association's community rules.

**ARTICLE X
LIMITED COMMON AREA AND MAINTENANCE**

- 10.1 **Limited Common Area.** The following, if designed to serve a single unit but located outside the unit's boundaries, are limited common areas and facilities allocated

exclusively to a unit: a shutter, an awning, a window box, a doorstep, a stoop, a porch, a balcony, a patio, an exterior door, and an exterior window.

10.2 **Limited Common Area Maintenance.** Each Owner shall maintain the limited common areas designed for use in connection with his unit at his expense in a clean, sanitary and attractive condition at all times so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Unit.

**ARTICLE XI
FINES**

11.1 **Fines and removal.** The board is authorized to adopt community rules permitting the assessment of fines.

CERTIFICATION

It is hereby certified that lot owners holding at least Seventy-five Percent (75%) of the voting interests in the Seven Oaks have voted to approve this Amended Declaration.

IN WITNESS WHEREOF this 7 day of January, 2014.

SEVEN OAKS CONDOMINIUM ASSOCIATION

By: Winnifred Ospital
President

STATE OF UTAH)
) :ss.
COUNTY OF WEBER)

On this 7 day of January, 2014, personally appeared before me Winnifred Ospital who, being by me duly sworn, did say that she is President of the Seven Oaks Condominium Association and that the within and foregoing instrument was signed in behalf of said Association and she duly acknowledged to me she executed the same.



Ligia E Parker
Notary Public

EXHIBIT "A"

Legal Description of Mountain Meadows Phases 4 & 5

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

✓ W

MP

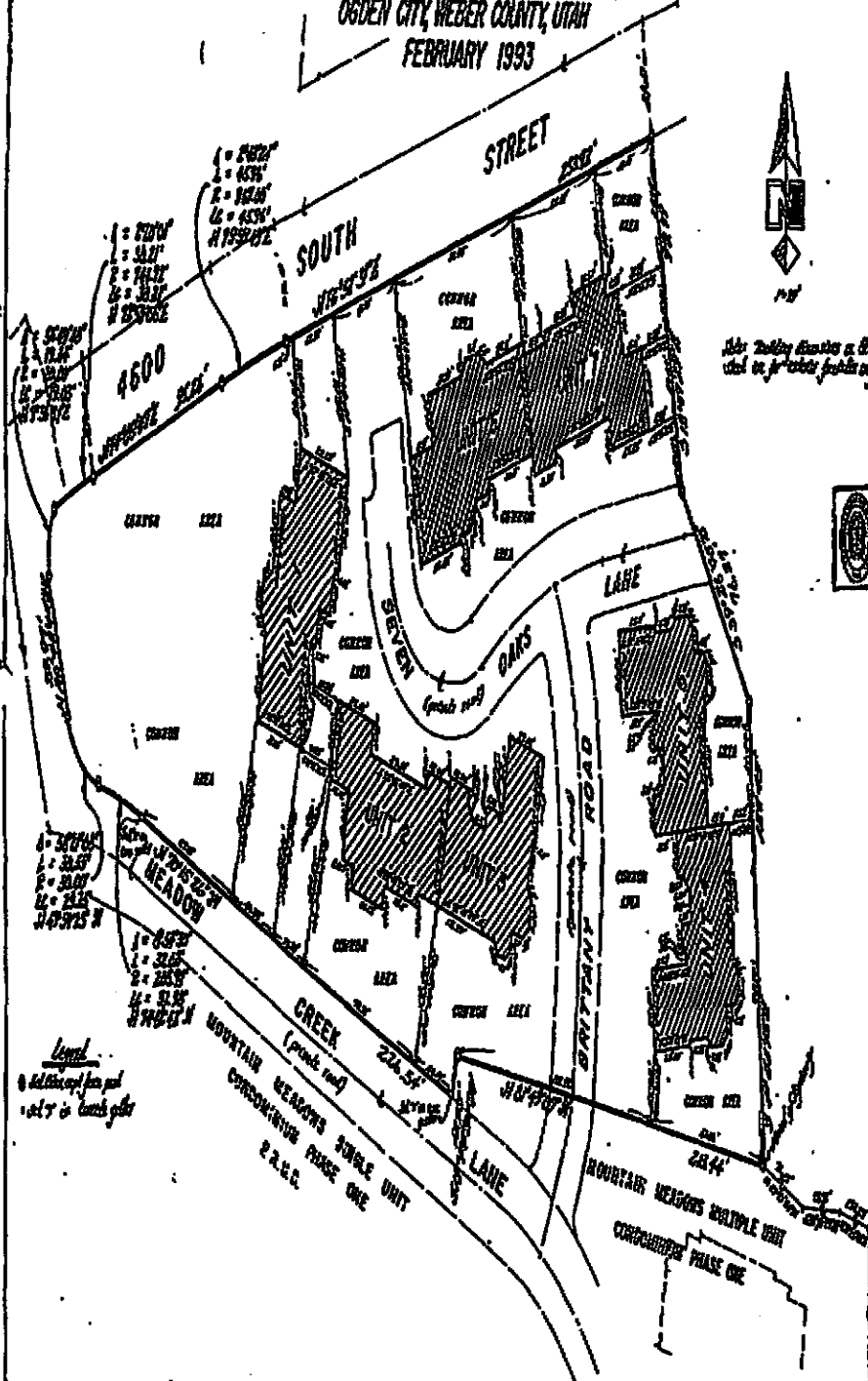
EXHIBIT "B"

MAP

RECORD OF SURVEY MAP

MOUNTAIN MEADOWS MULTIPLE UNIT
CONDOMINIUM PHASE 4

A PART OF THE SE 1/4 OF SECTION 10, T54N, R11W, S18E, U.S. SURVEY
OGDEN CITY, WEBER COUNTY, UTAH
FEBRUARY 1993



OWNER CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, being the owner of the land described herein and the Mountain Meadows Multiple Unit Condominium Phase 4, a condominium project located in and out of the City of Ogden, Utah, do hereby certify that I am not aware of any other person who has a claim or interest in the land described herein, and I hereby consent to the recording of this Record of Survey Map and the filing of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah, and to the recording of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah, and to the recording of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah.

Signed this 1st day of February 1993.
[Signature]
[Name]
[Address]

ACKNOWLEDGEMENT

I, the undersigned, being the owner of the land described herein, do hereby acknowledge that I have read and understand the contents of this Record of Survey Map and the filing of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah, and to the recording of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah, and to the recording of this Record of Survey Map in the Office of the County Clerk of Weber County, Utah.

[Signature]
[Name]
[Address]



SURVEYOR CERTIFICATE

I, the undersigned, a duly registered land surveyor, being the surveyor of the land described herein, do hereby certify that I have surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

I, the undersigned, a duly registered land surveyor, being the surveyor of the land described herein, do hereby certify that I have surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map. I have also surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map. I have also surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

I, the undersigned, a duly registered land surveyor, being the surveyor of the land described herein, do hereby certify that I have surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

OGDEN CITY
PLANNING COMMISSION
Approved by the Ogden City Planning Commission on the 2nd day of April, 1993.
[Signature]

OGDEN CITY
PUBLIC WORKS DIRECTOR
I hereby certify that the requirements of all applicable ordinances and resolutions are satisfied in the Ogden City Code of Ordinances, and that the proposed Record of Survey Map is in compliance with the provisions of the Ogden City Code of Ordinances, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

OGDEN CITY ENGINEER
I hereby certify that I have surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

OGDEN CITY APPROVAL
I hereby certify that I have surveyed the land described herein, and that the boundaries of the land described herein are as shown on this Record of Survey Map.

PREPARED BY
GREAT BASIN ENGINEERS, INC.
OGDEN BRANCH 3 SOUTH
OGDEN & EAST ALLEN STS., 84141

[Signature]
Ogden City Public Works Director

[Signature]
Ogden City Engineer

[Signature]
Ogden City Approval

WEBER COUNTY CLERK
OGDEN CITY, UTAH
RECORDED
FEB 22 1993
4-5-93
[Signature]
City Clerk

Record of Survey Map
Mountain Meadows Multiple Unit
Condominium Phase 5
 A part of the SE 1/4 of Section 10, T5N, R1W, SLB&M, U.S. Survey
 Ogden City, Weber County, Utah

OWNER'S CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, being the owner of the land described herein and the Mountain Meadows Multiple Unit Condominium Phase 5, a condominium project located on said land of land, do hereby make this certificate that said Owners have caused a Survey to be made and this Record of Survey Map, consisting of the (5) sheets to be prepared, that said Owners have consented to and do hereby consent to the recording of this Record of Survey Map to conform with the Utah Condominium Ownership Act.

Signed this 10th day of August, 1994
 [Signature] & [Signature]
 Lot W. Dean Kathleen C. Dean

ACKNOWLEDGEMENT

Date of this County of Weber

On the 10th day of August, 1994, personally appeared before me, the undersigned Notary Public, Lot W. Dean and Kathleen C. Dean and after being duly sworn acknowledged to me that they signed the above Ours Certificate of Consent to Record this, voluntarily and for the purposes therein mentioned.

Given this [Signature] Notary Public
 Signed this 10th day of August, 1994
 [Signature] [Signature]
 Notary Public [Signature]

SURVEYOR'S CERTIFICATE

I, Jay L. Jackson, a duly registered Utah Land Surveyor, holding Certificate No. 1428, do hereby certify that I have surveyed the Weber County, Utah, part of said property shown herein, the actual boundaries of which are as follows:

A part of the Southeast Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, N. T. Survey.

Beginning at the Southeast corner of Mountain Meadows Multiple Unit Condominium Phase One, Ogden City, Weber County, Utah as shown on the ground, said point being 342.41 feet S 87°02'00" W along the section line and 342.27 feet S 87°02'00" W from the Southeast Corner of said Section 10, starting there along the North boundary line of said Mountain Meadows Multiple Unit Condominium Phase One the following line (1) course: N 20°02'00" W 142.57 feet; N 89°02'00" W 142.57 feet; and N 87°02'00" W 142.57 feet to the East boundary line of Mountain Meadows Multiple Unit Condominium Phase 4, Ogden City, Weber County, Utah as shown on the ground, thence along said East boundary line the following line (2) course: N 02°02'00" W 142.57 feet; N 87°02'00" W 142.57 feet; and N 87°02'00" W 142.57 feet; thence S 75°02'00" W 24.13 feet, thence S 75°02'00" W 24.13 feet along the arc of a 342.53 foot radius curve to the right a distance of 342.53 feet (long chord bears N 02°02'00" W 142.57 feet); thence S 14°02'00" W 142.57 feet; thence S 14°02'00" W 142.57 feet along the arc of a 342.53 foot radius curve to the left a distance of 342.53 feet (long chord bears S 14°02'00" W 142.57 feet); thence S 02°02'00" W 142.57 feet to the point of beginning.

Containing 2.822 Acres

I further certify that the above description correctly describes the particular of the portion of land as shown hereon or will be contained Mountain Meadows Multiple Unit Condominium Phase 5, a condominium project, that the property owners have been accurately set on the ground and are contained in easily visible or established this survey; that this Record of Survey Map, consisting of the (5) sheets was prepared in accordance with the Utah Condominium Ownership Act and represents a true and accurate map to the best of my knowledge and belief.

Signed this 10th day of August, 1994
 [Signature]
 Jay L. Jackson
 Surveyor

OGDEN CITY PLANNING COMMISSION

Approved by the Ogden City Planning Commission on this 10th day of August, 1994.

[Signature]
 Chairman

OGDEN CITY ENGINEER

I hereby certify that I have carefully investigated the files of zoning of the foregoing plat and legal description of land contained therein and find them to be correct and in agree with the files and comments as record in this office.

Signed this 17th day of August, 1994.

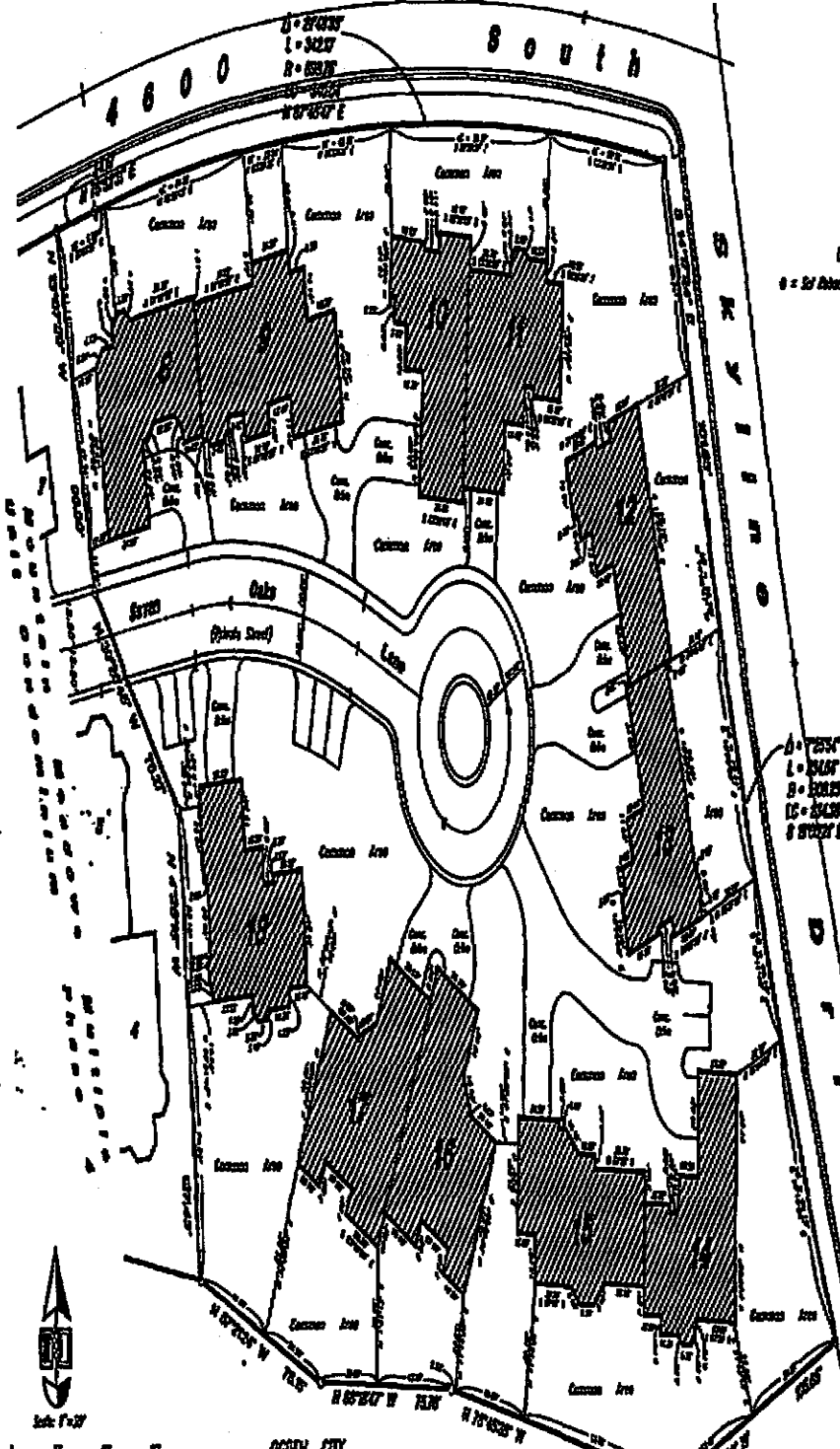
[Signature]
 Engineer

OGDEN CITY APPROVAL

This is to certify that this plat and subdivision of this plat were duly approved and recorded by the Mayor of Ogden City, Utah this 10th day of August, 1994.

[Signature]
 Mayor

WEBER COUNTY RECORDER
 I have received for recording this Record of Survey Map, consisting of the (5) sheets, and have caused the same to be recorded in my office on this 10th day of August, 1994, at Ogden, Utah, in accordance with the provisions of the Utah Condominium Ownership Act.
 [Signature]
 Recorder



Legend
 = 2d Floor, Cap & Floor pad



OGDEN CITY PUBLIC WORKS DIRECTOR

I hereby certify that the requirements of all applicable standards and ordinances pertaining to approval by the Ogden City Council of the foregoing plat and subdivision have been complied with.
 Signed this 10th day of August, 1994.

EXHIBIT "C"

Record Retention Schedule

Record Retention Schedule

Description of Record	Retention Period
Articles of Incorporation	Permanent
Declaration of Covenants, Conditions, and Restrictions (and amendments)	Permanent
Corporate or Association Bylaws	Permanent
Deeds, Plats, Maps	Permanent
Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members (U.C.A §16-6a-1601 (5)(c))	Permanent
Minutes of all meetings board of directors	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or board of directors without a meeting	Permanent
A record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the nonprofit corporations	Permanent
Record of all waivers of notices of meetings of members and of the board of directors or any committee of the board of directors	Permanent
Architectural Modifications- Approved and Disapproved	Permanent
Architectural Guidelines (current and past)	Permanent
Association or Community Rules	Current and past 6 years
Ownership/Membership Records	Current and past 6 years
All written communications to members generally as members	6 years
A list of the names and address of current directors and officers	Current and past 4 years
A copy of the most recent annual report delivered to the division under Section (U.C.A §16-6a-1607)	Current and past 4 years
Financial records and statements, including invoices, tax returns, checks, etc.	4 years