



# **AMENDMENT TO DECLARATION FOR MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM**

This Amendment to Declaration for Mountain Meadows Multiple Unit Condominium (hereinafter "Amended Declaration") is made and executed on the date shown below by the Mountain Meadows Multiple Unit Condominium (hereinafter "Mountain Meadows") Management Committee after having been voted upon and approved by the unit owners at Mountain Meadows.

## **RECITALS**

WHEREAS, Mountain Meadows was created by a "Declaration of Condominium of Mountain Meadows Multiple Unit Condominium" (hereinafter "Enabling Declaration") recorded in the records of Weber County, Utah, on September 9, 1980, in book 1365, beginning on page 1277, as entry #819246, which Enabling Declaration has been amended from time to time; and

WHEREAS, the Enabling Declaration and all amendments thereto were amended and restated upon the recording of the Amended and Restated Declaration and Bylaws of Mountain Meadows Multiple Unit Condominium ("Restated Declaration") in the Weber County Recorders Office on May 9, 2006, as entry number 2178655; 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 unit 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 30 units within the Mountain Meadows Multiple Unit Condominium.

WHEREAS, The unit owners in Mountain Meadows are desirous to create the Mountain Meadows Multiple Unit Condominium, 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 Restated Declaration and any amendments thereto. The Association will be the governing body of Mountain Meadows and will operate in accordance with the Restated Declaration, any amendments to the Restated Declaration, this Amended Declaration, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Association Bylaws (which are attached as Exhibit "B" the 2006 Restated Declaration) for the purpose of managing the common area and enforcing the provisions of the Association documents.

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendment is adopted creating the Mountain Meadows Multiple Unit Condominium, a Utah non-profit corporation.

## AMENDMENT

### ARTICLE 1 CREATION OF NON-PROFIT CORPORATION

- 1.1 The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Mountain Meadows Multiple Unit Condominium ("Association"), by filing with the State of Utah 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 Mountain Meadows and governing the affairs of Mountain Meadows in accordance with the provisions of the Restated Declaration, any Amendments to the Restated Declaration, the Articles of Incorporation and the Bylaws.
- 1.2 By voting to approve this Amended Declaration, the unit 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 (attached as Exhibit "B" to the Restated Declaration)

as the governing documents of the Mountain Meadows Multiple Unit Condominium, which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Amended Declaration and the Restated Declaration, this Amended Declaration shall control.

- 1.3 Pursuant to the provisions in this Amended Declaration wherein approval to incorporate Mountain Meadows as a non-profit corporation under the laws of the State of Utah, the management of Mountain Meadows and the common area of Mountain Meadows shall hereafter be performed under the direction and authority of the Association's Board of Directors. Any reference to the term "management committee" in the Restated Declaration or any amended thereto, or in the Bylaws of Mountain Meadows, or any other Mountain Meadows document, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Mountain Meadows Multiple Condominium.

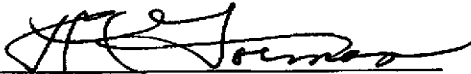
**Effective Date.** This Declaration shall take effect upon recording.

[signatures on following page]

**CERTIFICATION**

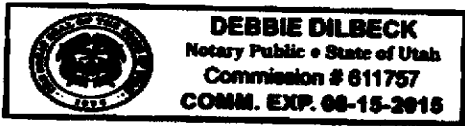
It is hereby certified that condominium unit owners holding at least two-thirds (2/3) of the undivided ownership interest in the common areas and facilities have voted to approve this Amended Declaration.

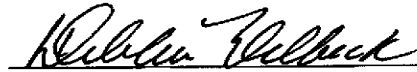
IN WITNESS WHEREOF, this 15 day of December, 2011

By:   
President

STATE OF UTAH                    )  
  :SS.  
COUNTY OF WEBER            )

On this 15 day of December, 2011, personally appeared before me Ray Gorman who, being by me duly sworn, did say that he is President of Mountain Meadows Multiple Condominium and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.



  
Notary Public

**Exhibit "A"**

**Legal Description  
for  
Mountain Meadows**

The following units located at Mountain Meadows, Weber County, Utah:

UNITS 1 through 12, Mountain Meadows Multiple Unit Condominium, Phase One,  
Ogden City, Weber County, Utah. (Tax I.D. ##: ~~06-182-0001 through 06-182-0012~~) *rd*

UNITS 13 through 24, Mountain Meadows Multiple Unit Condominium, Phase Two,  
Ogden City, Weber County, Utah. (Tax I.D. ##: ~~06-190-0001 through 06-190-0012~~) *rd*

UNITS 25 through 30, Mountain Meadows Multiple Unit Condominium, Phase Three,  
Ogden City, Weber County, Utah. (Tax I.D. ##: ~~06-196-0001 through 06-196-0006~~) *rd*

**Exhibit "B"**

**ARTICLES  
OF  
INCORPORATION**

**Articles of Incorporation**  
OF  
**MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, the undersigned have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of Utah and to that end, do hereby adopt Articles of Incorporation as follows:

**ARTICLE I**

**Name**

The name of the corporation is the Mountain Meadows Multiple Unit Condominium ("Association").

**ARTICLE II**

**Duration**

The period of duration of this corporation is perpetual.

**ARTICLE III**

**Purposes**

The purposes for which the corporation is organized are:

3.1 The specific and primary purposes are to bring about civic betterment and social improvements by providing for the preservation of the architecture and appearance of a condominium development known as Association properties and by owning, operating and maintaining common area properties and facilities for the use of all residents and the entire Properties, located in Ogden City, Weber County, State of Utah.

3.2 The general purposes and powers are:

(a) To promote the common good, health, safety and general welfare of all of the residents within the Properties.

(b) To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association arising from the Amended and Restated Declaration and Bylaws (the "Declaration") applicable to the Properties, as amended, from time to time, and recorded or to be recorded in the office of the Weber County Recorder.

(c) To enforce applicable provisions of Association's Declaration, Bylaws and Rules and Regulations, and any other instruments, for the management and control of the Properties; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Area (as defined in the Declaration) and facilities; to employ personnel reasonably necessary for administration and control of the Common Area for architectural control of all of the Properties, including lawyers and accountants, where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Properties.

(d) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under the Utah Revised Nonprofit Corporation Act by law may now or hereafter have or exercise; and

(e) To act in the capacity of principal, agent, joint venturer or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both powers and purposes, and powers and purposes in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent powers and purposes. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

### **ARTICLE III**

#### **Non-Profit**

The Association is organized pursuant to the Utah Revised Nonprofit Corporation Act as a non-profit corporation.

### **ARTICLE IV**

#### **Principal Office**

The initial principal office for the transaction of the business of the Association is located in Ogden City, Weber County, State of Utah, at the following street address: 1773 Meadow Creek Lane, Ogden City, Weber County, Utah, 84403.

### **ARTICLE V**

#### **Membership in the Corporation and Voting Rights**

5.1 Every Owner of a Lot shall be a member of the Association and no Owner shall have more than one membership in the Association. Membership in the Association shall not be assignable, except to the successor in interest of the Owner (including a Mortgagee) and every

membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

5.2 No member shall be issued a certificate of membership in the Association. There shall be as many Members as there are Owners of Lots in the properties.

5.3 The Association Membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board of Directors before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to the Lot sold is transferred. The Board of Directors shall have the right to charge a reasonable Special Assessment against any Owner and his Lot equal to the cost of the Association of effectuating any such transfer of his membership upon the books of the Association.

5.4 Classes of Voting Membership. The Association shall have one (1) class of voting membership respecting the Lots. When more than one persons holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised in accordance with the Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot.

5.5 Vote Distribution. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot ("co-owner") all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners for such Lot mutually agree. Unless the Board of Directors receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of co-owners, present in person or by proxy and representing such Lot, cannot agree to vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly held Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration and the Articles of Incorporation and Bylaws of the Association.

## ARTICLE VI

### Directors

The number of Directors of the Association shall be three (3) and said number may be



changed by a duly adopted amendment to the Bylaws of the Association.

The names and addresses of the persons to act as the Directors of this corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ray Gorman	1773 Meadow Creek Lane, Ogden, Utah 84403
Roberta Clark	1770 Meadow Creek Lane Ogden Utah 84403
James Hannan	1793 Meadow Creek Lane Ogden Utah 84403

**ARTICLE VII**

**Incorporator**

The incorporator of this corporation is: Ray Gorman, 1773 Meadow Creek Lane, Ogden, Utah 84403.

**ARTICLE VII**

**Registered Agent**

The name and street address of the Registered Agent is: Ray Gorman, 1773 Meadow Creek Lane, Ogden, Utah 84403.

**ARTICLE VIII**

**Amendment**

Amendment to these Articles of Incorporation shall require the vote or written consent of the Owners representing at least a majority of the voting power of the Association, and shall be subject to the requirements of the Declaration.

**ARTICLE IX**

**Dissolution**

The Association may be dissolved with the vote or written consent of the membership representing at least a majority of the voting power of the Association, subject to the requirements of the Declaration.

The Association is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for nonprofit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be disposed of in such manner as may be directed by decree of the Court of Weber County, State of Utah, upon petition therefor by any person concerned in the

liquidation.

IN WITNESS WHEREOF, the undersigned, constituting the Incorporator and Registered Agent of this Association, have executed these Articles of Incorporation for the Association this 15 day of December, 2011.

INCORPORATOR:

  
RAY GORMAN


I hereby accept appointment as Registered Agent for the Association.

REGISTERED AGENT:

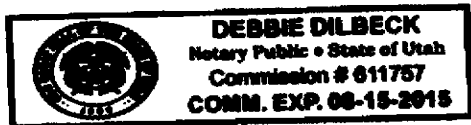
  
RAY GORMAN

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

Ray Gorman, being first duly sworn upon oath, deposes and says: that he is the Incorporator of the Association, that he has read the foregoing Articles of Incorporation; that he knows the contents thereof and that the same is true according to his best knowledge, information and belief.

  
RAY GORMAN

ACKNOWLEDGED BEFORE ME this 15 day of December, 2011.



  
NOTARY PUBLIC