

# ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR THE TRIMBLE CREEK HOMEOWNERS ASSOCIATION

No date is recorded for the initial implementation of this document

1. Name of Corporation: Renaissance at Trimble Creek Homeowners Association, Inc.
2. Amendment: The Articles of Incorporation of Renaissance at Trimble Creek Homeowners Association, Inc., are hereby amended by completely restating the same to read as follows:

## Article I

### NAME

The name of the nonprofit corporation is Renaissance at Trimble Creek Homeowners Association, Inc. (hereinafter called “the Association”).

## Article II

### DURATION

The duration of this nonprofit corporation is to be perpetual.

## Article III

### PURPOSE

This corporation is organized as a nonprofit corporation, and the specific purposes for which it is organized are to provide for the maintenance, preservation and architectural control of the residence lots and common area within that certain tract of real property situated in Salt Lake County, State Of Utah, and particularly described in the Declaration of Covenants, Condition and restrictions and Reservation of Easement for Renaissance at Trimble Creek, a Planned Unit Development (the “Declaration” herein) which was filed for record with the office of the County Recorder of Salt Lake County and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this corporation for this purpose to:

- a. Exercise all of the power and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- b. Fix levy, collect and enforce payment by any lawful means, all charges or assessment pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and

- other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
  - d. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
  - e. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
  - f. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
  - g. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Co-Operative Association Act by law may now or hereafter have or exercise.

## Article IV

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessments by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## Article V

### VOTING RIGHTS

The Association shall have two (2) classes of voting Membership as follows:

Class A: Class A members shall be all Owners, with the exception of the Declarant, for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by Class A Members

Class B: The Class B Member shall be the Declarant (as defined in the Declaration) who shall be entitled to a total of three (3) votes for each Lot owned by the Declarant. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

- a. When the total votes outstanding in the Class A Membership, inclusive of votes attributable to any property annexed to the Property equals the total votes outstanding the Class B Membership;
- b. Ten (10) years from the date of recording the Declaration; or
- c. On voluntary cancellation of Class B Membership by the Declarant.  
*(Note -Class B Members no longer exist as of 2010.)*

## Article VI

### BOARD OF TRUSTEES

Section 1: The power of this corporation shall be exercised, its property controlled, and its affairs conducted by a Board of Trustees.

Section 2: The number of Trustees on the Board of Trustees shall not be less than three (3). The initial governing board shall be comprised of three (3) trustees. The Trustees shall be classified with respect to the time for which they shall severally hold office, by dividing them into two (2) classes, to be known as "Class 1" and "Class 2". Class 1 shall consist of one Trustee to hold office for one (2) year. Class 2 shall consist of two Trustees to each old office for two (2) years<sup>[BC1]</sup>. At each annual meeting of the Association, the successor(s) to the class of Trustees whose term(s) shall expire in that year shall be elected to hold office.

Section 3: No member of the Board of Trustees shall receive any compensation for his or her services as such, other than reimbursement of their expenses, if any, for attendance at meetings of the Board of Trustees, but any Trustee may be employed by the corporation in a capacity or capacities other than as a Trustee and may be compensated by the corporation for such services.

## Article VII

### ASSETS, INCOME AND PROFITS

No part of the net earnings, income, gains, profits, funds or property of this corporation in whatsoever manner acquired by it shall at any time, including but not limited to the time of dissolution of this corporation, inure to or be disturbed for the benefit of any private shareholder or individual or any Member, Trustee or officer of this corporation, but the same shall be devoted solely to the purposes for which this corporation is formed as the same are hereinabove declared and set forth. Provided, however, that the corporation shall be authorized and empowered to pay reasonable compensation to its Trustee's or officers for services actually rendered.

## Article VIII

### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon the dissolution of the Association other than incident to a merger or consolidation, the Board of Trustees shall, after paying or making provision for payment of all liabilities of the Association, dispose of all its remaining assets to such organization or organization

formed and operating exclusively for purposes similar to those for which this Association was created. In the event that such disposition is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization which in the judgment of the Board of Trustees will best accomplish the general purposes for which this corporation was created.

## Article IX

### STOCK

The corporation shall not issue stock.

## Article X

### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.