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ELECTRONICALLY RECORDED

**RESTATED AND AMENDED**

**NOTICE OF ADDITION OF TERRITORY  
AND SUPPLEMENTAL**

**DECLARATION AND BYLAWS**

**OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS  
OF EASEMENTS**

**FOR**

**THE MEADOWS EAST,**

**A PLANNED UNIT DEVELOPMENT,**

**CONDOMINIUM PHASE 5-3**

July 2015

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**RESTATED AND AMENDED**  
**NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL**  
**DECLARATION AND BYLAWS**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS OF EASEMENTS**  
**FOR**  
**THE MEADOWS EAST**  
**A PLANNED UNIT DEVELOPMENT**  
**CONDOMINIUM PHASE 5-3**

This Restated and Amended Notice of Addition of Territory and Supplemental Declaration and Bylaws of Covenants, Conditions and Restrictions of Easements for the Meadows East, a Planned Unit Development, Condominium Phase 5-3 ("Phase 5-3 Restated Declaration"), is made and executed by and between the Owners of Units in The Meadows East, a Planned Unit Development, Condominium Phase 5-3 ("Phase 5-3") on the date shown below after being voted on and approved by the Owners of Units in accordance with the governing documents of Phase 5-3. The Owners of Units within the Phase 5-3 shall collectively be referred to hereinafter as the "Unit Owners".

**RECITALS**

- A. Capitalized terms in this Phase 5-3 Restated Declaration are defined in Article I.
- B. The Unit Owners or the legal entity of which they are members hold legal title to the Units, Lots and Common Area and improvements located in Weber County, Utah, more particularly described in Exhibit "A" to this Phase 5-3 Restated Declaration and includes the Condominium Common Area that is appurtenant to each Unit as shown on the plat map for Phase 5-3, as recorded in the office of the County Recorder for Weber County, State of Utah. The Units described in this Phase 5-3 Restated Declaration are owned by the Unit Owners in fee simple.
- C. By this Phase 5-3 Restated Declaration the Unit Owners intend to continue the common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the property and the interests therein conveyed as Condominium Units.
- D. Phase 5-3 was created by recording the "Notice of Addition of Territory and Supplemental Declaration and Bylaws of Covenants, Conditions and Restrictions of Easements for the Meadows East, a Planned Unit Development, Condominium Phase 5-3," ("Phase 5-3 Declaration") on or about January 23, 1978, in Book 1222, beginning on page 74, in the

Office of the Weber County Recorder.

- E. The purpose and intent of this Phase 5-3 Restated Declaration is to restate, replace and amend the Phase 5-3 Declaration, as well as any amendments thereto, and the Association Bylaws, which shall collectively be referred to herein as the “Governing Documents”, and to subject all Unit Owners within Phase 5-3 to the covenants, conditions and restrictions as set forth in this Phase 5-3 Restated Declaration and to the provisions of the Meadows East Restated Declaration.
- F. Phase 5-3 consists of 20 Condominium Units, the Condominium Common Areas, and the Limited Condominium Common Areas, in accordance with plans and drawings set forth in the Map.
- G. Each owner of a Unit in Phase 5-3 shall also be a member of the Meadows East Owners Association with all the rights, duties, privileges, obligations and restrictions thereunto appertaining as provided in the Meadows East Restated Declaration including full rights and easements of ingress and egress and enjoyment of the Meadows East property. The references in the Meadows East Restated Declaration to “Lot” or “Lots” shall, where the context permits, include “Unit” or “Units” as defined in this Phase 5-3 Restated Declaration, provided however, Unit Owners of this Phase 5-3 Restated Declaration shall not be charged or assessed, nor shall they be responsible for Structural Maintenance Area expenses as defined in the Meadows East Restated Declaration.
- H. This Phase 5-3 Restated Declaration authorizes The Meadows East Owners Association to provide management services for the Phase 5-3 Condominium Association.

## ARTICLE I

### DEFINITIONS

The terms used in this Article shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context clearly indicates a different meaning therefor.

- 1.1 **“Act”** shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq (1953 As Amended).
- 1.2 **“Association”** shall mean the “Meadows East Phase 5-3 Condominium Owners Association,” a corporation formed under the Utah Revised Nonprofit Corporation and Act, its successors and assigns. Each owner of a Condominium Unit in Phase 5-3 shall also be a member of a separate and distinct association known as the Meadows East Owners Association.
- 1.3 **“Board” or “Board of Directors”** shall mean and refer to those persons duly elected thereto by the Association, as provided by this Phase 5-3 Restated Declaration. Said Board is

charged with and shall have the responsibilities and authority to make and to enforce all of the rules and regulations covering the operation of and maintenance of the properties of this Condominium Phase 5-3.

- 1.4 **“Bylaws”** shall mean the Bylaws attached as an exhibit to the Meadows East Restated Declaration, which Bylaws are adopted as the Bylaws for the Phase 5-3 Condominium Association. When the Bylaws are used as bylaws for the Phase 5-3 Condominium Association, the term “Board” or “Board of Directors” shall refer to the Board of the Phase 5-3 Condominium Association. The Meadows East Restated Declaration and the Bylaws of the Meadows East Owners Association shall be recorded against the Phase 5-3 Units.
- 1.5 **“Common Areas”** shall mean the Common Areas as defined in the Meadows East Restated Declaration.
- 1.6 **“Common Expenses”** shall mean the Common Expenses as defined in the Meadows East Restated Declaration.
- 1.7 **“Condominium”** shall mean and refer to the ownership of a single Unit in Condominium Phase 5-3, together with an undivided interest in the Condominium Common Areas of Phase 3. Each Unit carries with it a membership in the Phase 5-3 Condominium Association.
- 1.8 **“Condominium Common Areas”** shall mean and refer to all foundations, columns, girders, beams, supports, main walls, ceilings, floors, area between stories, roof exterior, laundry areas, installation of power, lights and other utilities to the outlets, the real property under the buildings and the Condominium Common Areas designated on the Phase 5-3 Map. The “Condominium Common Area” includes Condominium limited common areas. The “Condominium Limited Common Areas” are the balconies and patios and are designated on the Map.
- 1.9 **“Condominium Common Expenses”** shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Condominium Common Areas and facilities, all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Phase 5-3 Restated Declaration, Bylaws, such rules and regulations pertaining to the Condominium project as the Association or the Board of Directors may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the Board of Directors.
- 1.10 **“Manager”** shall mean and refer to the person, persons or corporation selected by the Board of Directors to manage the affairs of this Condominium Phase 5-3 properties and project.
- 1.11 **“Map”** shall mean that map on file in the Weber County, Utah, recorders office for “The Meadows East, a Planned Unit Development Condominium Phase 5-3”.

- 1.12 **“Meadows East Owners Association”** shall mean and refer to the association that governs five (5) phases within the Meadows East Planned Unit Development (including Phase 5-3). In addition to being a Member of the Phase 5-3 Condominium Association, every Unit Owner shall be a member of the Meadows East Owners Association, which is governed by the Meadows East Restated Declaration.
- 1.13 **“Meadows East Restated Declaration”** shall mean and refer to the “Restated and Amended Declaration of Covenants, Conditions, Restrictions and Reservations of Easement for The Meadows East- A Planned Unit Development” recorded on or about the same date as the recording of this Phase 5-3 Restated Declaration and which is the governing document for The Meadows East Owners Association.
- 1.14 **“Mortgage-Mortgagee”** reference herein to a mortgage shall be deemed to include a deed of trust; reference to a mortgage shall be deemed to include the beneficiary of a deed of trust;
- 1.15 **“Unit”** shall mean that part of the property owned in fee simple by Unit Owners for independent use and shall include the elements of the Condominium property which are not owned in common with the owners of other Units as shown on the Map and shall not include the Common Areas conveyed to the Meadows East Owners Association and shall consist of the air space which is contained within the perimeter walls, floors and ceilings of each Unit of a Building as shown on the Map of the property, together with all improvements and fixtures within said air space except bearing walls, pillars, and utilities passing through said Condominium Unit to serve adjacent Condominium Units, and except beams and portions of the Building forming essential supports and essential structural parts. A Unit shall also encompass furnaces and air conditioning equipment, ducts, grills and any other similar items which serve only a single Unit.
- a. The provisions of the Condominium Ownership Act (U.C.A. §57-8-7.2) are hereby adopted to further clarify the boundary line between a Unit and the Common Area. The following are part of a unit: lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring; and any other material constituting part of the finished surface of a wall, floor, or ceiling.
  - b. If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit:
    - (1) any portion of an item described serving only that unit is part of the limited common areas and facilities; and
    - (2) any portion of an item described is part of the common areas and facilities if the item serves more than one unit or any portion of the common areas and facilities.
  - c. The following within the boundaries of a unit are part of the unit: spaces, interior partitions, and other fixtures and improvements, including but not limited to utility pipes, lines, systems, fixtures and appliances.

- d. The following, if designated 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, a doorstep, a porch, an exterior door, an exterior window, and any other fixture.
- 1.16 **“Unit Number”** shall mean and refer to the number designating the unit in this Phase 5-3 Restated Declaration and in the Map relating to Condominium Phase 5-3.
- 1.17 **“Unit Owner”** shall mean the person or persons owning a Unit in fee simple and undivided interest in the fee simple estate of the Condominium Common Areas and facilities in the percentage specified and established herein. Unit Owner shall be a member of The Meadows East Owners Association.
- 1.18 **“Unit Owners”** shall mean and refer to Unit Owners of the Meadows East, a Planned Unit Development, Condominium Phase 5-3.

## ARTICLE II

### PROPERTY RIGHTS AND OBLIGATIONS

- 2.1 **Condominium Act.** Every Unit, together with the Condominium Common Areas and facilities and the Condominium limited common areas and facilities appurtenant hereinafter called Condominium Property is submitted to the provisions of the Utah Condominium Ownership Act. The properties of this Condominium Phase 5-3 are a part of the properties of The Meadows East Owners Association.
- 2.2 **Members.** Each Owner of one or more Units within the Condominium Phase 5-3 shall be an Owner as defined in the Phase 5-3 Restated and shall automatically become a member of The Meadows East Phase 5-3 Condominium Owners Association as well as a member of The Meadows East Owners Association.
- 2.3 **Meadows East Owners Association.** The rights, obligations and easements of all the owners of Units located in Condominium Phase 5-3 shall be the same as the rights and obligations of the owners of lots in other phases governed by the Meadows East Owners Association. Provided however, owners of Units shall not be charged or assessed nor shall they be responsible for structural maintenance area expenses as defined in the Governing Documents for the Meadows East Owners Association. Lot owners shall not be charged or assessed, nor shall they be responsible for the expenses in connection with the Condominium Common Areas and facilities.

## ARTICLE III

### DESCRIPTION OF CONDOMINIUM PROPERTY

- 3.1 **General Description.** The project consists of 5 apartment house buildings, each with two stories and each having 4 units. There are no basements. The buildings are constructed of

concrete, frame and masonry. The Unit Number of each Unit is as designated on the Record of Survey Map. This Condominium portion of Phase 5-3 is not expandable.

## ARTICLE IV

### OWNERSHIP AND USE

- 4.1 **Ownership of a Unit.** Except with respect to any of the Condominium Common Areas located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Condominium Common Areas in equal percentages as provided for hereafter.
- 4.2 **Prohibition against Subdivision of Units.** Units may no be subdivided into smaller parcels.
- 4.3 **Ownership of Condominium Common Areas.** The Condominium Common Areas shall be owned by the Unit Owner as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the Condominium Common Areas shall be maintained except as specifically provided in the Act and shall be subject to the mortgage protective provisions herein. Nor may any Unit Owners otherwise waive or release any rights in the Condominium areas.
- 4.4 **Use of Condominium Common Areas.** Each Unit Owner may use the Condominium Common Areas and shall have the exclusive use of the Condominium limited common areas adjacent to such Unit in accordance with the purposes for which they are intended, which right of use shall be appurtenant to and run with the Unit.
- 4.5 **Interest in Condominium Common Areas.** The percentage of interest in the Condominium Common Areas appurtenant with each Unit has been determined on the basis of value of the Units in accordance with the Act, which percentages are equal.
- 4.6 **Single Family.** The Units shall be used only for single family residences.

## ARTICLE V

### PERCENTAGE OF OWNERSHIP IN COMMON AREAS

- 5.1 The percentage of ownership in the Condominium Common for all purpose attributable to each Unit is 5% per Unit, which percentage shall not be diminished, and shall be appurtenant to each Unit and shall pass with the title to each Unit. Each Unit shall have one vote which shall not be fractionalized.



## ARTICLE VI

### MAINTENANCE OF UNITS

- 6.1 **Unit Interior.** Each Unit Owner, at his own expense and in accordance with the attached Exhibit "B," shall keep the interior of his Unit and its appurtenances and equipment in good order, condition and repair and in a clean and a sanitary condition, and shall do all redecoration and painting which may at any time be necessary to maintain a good appearance of his Unit. Except to the extent that the Board of Directors is protected by insurance against such injury, the Unit Owner shall repair all injury to damages to the Unit, or Condominium project caused by the Act, negligence or carelessness of the Unit Owner or that of any lessee or sub-lessee or any agent, employee or guest of the owner of his lessee or sub-lessee and all such repairs, decorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and/or replacement of any plumbing, fixtures that may be in or connected with the Unit. With the written permission of the Board of Directors, the Unit Owner may make or permit to be made structural alterations, improvements or additions in or to the Unit, which said permission shall be liberally granted. However, the Unit Owner shall not alter, paint or decorate any portion of the exterior of the building where his Unit is located.

## ARTICLE VII

### ASSESSMENTS

- 7.1 **Proportionate Assessment.** Every Unit Owner shall pay his proportionate share of the Condominium Common Expenses. Payment thereof shall be in such amounts and at such times as the Board of Directors determines in accordance with the Act and this Phase 5-3 Restated Declaration and Bylaws. There shall be a lien for non-payment of Condominium Common Expenses as provided by Utah Code Annotated, Section 57-8-1 et seq (1953 As Amended). In addition to paying the Condominium Common Expenses, every Unit Owner shall pay his proportionate share of the Common Expenses as set forth in the Meadows East Restated Declaration.
- 7.2 **Maximum Assessment.** In assessing Unit Owners or requiring them to pay for the building improvements and of the Condominium Common Areas and facilities following the execution of the Phase 5-3 Restated Declaration, it is agreed that no assessment for a single improvement in the nature of the capital expenditure exceeding the sum of \$10,000 in cost shall be made without the same having been first voted on and approved by owners of 67% or more of the undivided interests in the Condominium Common Areas and facilities. The foregoing sentence shall not apply in connection with the replacement of reconstruction occasioned by fire or other casualty.

## ARTICLE VIII

### PAYMENT OF EXPENSES

- 8.1 **Payment.** Each Unit Owner shall pay the Board of Directors his allocated portion of the cash requirements deemed necessary by the Board of Directors to manage and operate the Condominium project, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the Board of Directors, and if the Unit Owner shall fail to pay any installment within one month of the time when the same becomes due, the owner shall pay interest thereon at the maximum legal rate from the date when such installment shall become due to the date of the payment thereof.
- 8.2 **Meadows East Restated Declaration.** The provisions of Article VI and Article VII of the Meadows East Restated Declaration are hereby incorporated by reference in their entirety and shall govern the making of Assessments and the collection of Assessments from Members of the Meadows East Phase 5-3 Condominium.

## ARTICLE IX

### DESTRUCTION OR DAMAGE

- 9.1 **Procedures.** In the event of damage to or destruction of part or all of the improvements in the Condominium Phase 5-3 project, the following procedures shall apply:
- a. If proceeds of the insurance maintained by the Board of Directors are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
  - b. If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the common areas and facilities.
  - c. If 75% or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Board of Directors are not alone sufficient to accomplish restoration, and if the unit owners within 100 days after destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.
  - d. If 75% or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by vote of at least 75% elect to repair or reconstruct the affected

improvements, the Board of Directors shall promptly record with Weber County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953 As Amended) shall apply and shall govern the rights of all parties having an interest in the project or any of the Units.

Any reconstruction or repair which is required to be carried out by this paragraph shall be accomplished at the instance and direction of the Board of Directors. Any determination which is required to be made by this paragraph regarding the extent of damage to or destruction of project improvements shall be made as follows: The Board of Directors shall elect three (3) appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this paragraph shall be the average of the two closest appraisal figures.

## ARTICLE X

### INSURANCE

- 10.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the insurance coverage provided herein by companies licensed to do business in the State of Utah.
- 10.2 **Insurance for Fire and Other Perils.** The Association must obtain, maintain, and pay the premiums upon, as a Common Expense, a “master” or “blanket” type policy of property insurance covering all of the common elements, limited common area, and other common personal property belonging to the Association, including heating and air conditioning units and also including all windows and doors in the perimeter walls. All references herein to a “master” or “blanket” type policy of property insurance is intended to denote a special form insurance coverage. The Association may be insured under the same policy as the Meadows East Owners Association and shall comply with the provisions of the Meadow East Restated Declaration.
- 10.3 **Replacement Cost Coverage.** Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. The policy shall be in an amount equal to 100% of current replacements costs of the condominium, exclusive of land and other items normally excluded from coverage.
- 10.4 **Owner's Personal Insurance.** The Association shall not be responsible for nor purchase insurance coverage on the contents of the Units except as such coverage is provided by the Act. Each Owner is required to obtain insurance (renters or unit owners coverage) for their own protection and benefit and as a requirement of any loan they may have on their Unit, which Owner's insurance is for the purpose of insuring the Owner's personal property, the Owner's share of any Association deductible for which the Owner may be responsible, and

for any other insurable event or item not covered under the provisions of the Association's insurance policy as provided in the Act. The Association shall not be required to monitor or verify that Owners have purchased an individual insurance policy to insure against the liabilities described herein.

- 10.5 **Primary Coverage and Deductible.** If a loss occurs that is covered by the Association's property insurance policy and a Lot Owner's property insurance policy, the Association's policy provides primary insurance coverage and the Lot Owner is responsible for the Association's policy deductible, as set forth in U.C.A. 57-8-43.
- 10.6 **Notice by Association to Lot Owners.** The Association shall provide fair and reasonable notice to each Lot Owner of the Lot Owner's obligation under the preceding subsection for the Association's policy deductible and of any change in the amount of the deductible.
- 10.7 **Public Liability and Property Damage Insurance.** The Association shall obtain comprehensive public liability insurance coverage for the Project in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project.
- 10.8 **Worker's Compensation Insurance.** The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- 10.9 **Fidelity Insurance or Bond.** The Association shall obtain fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.
- 10.10 **Additional Coverage.** The provisions of this Phase 5-3 Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required or permitted by the Act or by this Phase 5-3 Restated Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.
- 10.11 **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association.
- 10.12 **Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

- 10.13 Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Condominium Common Area, or other Improvements in the Properties insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article VIII of this Phase 5-3 Restated Declaration. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed, the Association may make an Assessment against all Unit Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Unit Owners, in accordance with the provisions of this Phase 5-3 Restated Declaration. In the event of total destruction of all of the Improvements in the Properties, the proceeds of the insurance carried by the Association shall be divided proportionately among the Lot Owners.
- 10.14 Waiver of Subrogation.** As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.
- 10.15 Regulatory Requirements.** Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability and bonds and other insurance meeting the requirements for planned unit developments established by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), so long as there are any mortgages on any of the Properties.

## ARTICLE XI

### RIGHT OF ENTRY

- 11.1 Entering Units.** The Board of Directors and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the project, whether or not the Unit Owner or occupant thereof is present at the time. The committee and its duly authorized agents shall also have the rights to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Condominium Common Areas and facilities of the project for the purpose of performing emergency installation, alterations, or repairs to the mechanical or electrical device or installations located therein or thereon; provide however, such emergency installations, alteration, or repairs are necessary to prevent damage or threatened damage to other Units in the project: and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

## ARTICLE XII

### OBLIGATION TO COMPLY HEREWITH

- 12.1 **Compliance.** Each Unit Owner, tenant, or occupant of a Unit shall comply with the provisions of the Act, this Phase 5-3 Restated Declaration, the Bylaws, the rules and regulations, and all agreements and determinations lawfully made and/or entered into by the Board of Directors, or Unit Owners when acting in accordance with their authority, and any failure to comply with any of the provision thereof, shall be grounds for an action by the Board of Directors to recover any loss or damage resulting therefrom or injunctive relief.

## ARTICLE XIII

### MORTGAGEE PROTECTION PROVISION

- 13.1 Notwithstanding anything to the contrary in the Meadows East Restated Declaration or this Phase 5-3 Restated Declaration and Bylaws, it is hereby declared, certified and agreed as follows:
- a. **Notice of Default.** From and after the time a mortgagee makes written request to the Board of Directors or the Association therefor, the committee or said Association shall notify such mortgagee in writing in the event that the owner of the Condominium Unit encumbered by the mortgage held by such mortgagee neglects for a period of thirty (30) days or more to cure any failure on his part to perform any of the obligations under this Phase 5-3 Restated Declaration.
  - b. **Abandonment, Termination and Subdivision.** Unless at least 75% of the mortgages (based upon one vote for each mortgage) of the individual Units have given their prior written approval, neither the Board of Directors nor the Association shall be entitled, by act, omission or otherwise:
    - (1) To abandon or terminate the Condominium project or to abandon or terminate the arrangement which was established by the Phase 5-3 Restated Declaration and the project's Record of Survey Map;
    - (2) To abandon, partition, subdivide, encumber, sell, or transfer all or any part of the common areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Condominium Common Areas); or
    - (3) To use hazard insurance proceeds resulting from damage to any part of the Condominium project (whether to Units or to the Condominium Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided by the Utah Condominium Ownership Act in case of substantial damage to the Unit and/or common areas.

- (4) To change the pro-rata interests or obligations of the Condominium Common Areas as to any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards.
- c. **Examination of Records.** Any mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Board of Directors, the Association of Unit Owners, or of the Condominium project.
- d. **Reserve Fund.** The Association shall establish an adequate reserve for maintenance, repairs and replacement of those Condominium Common Areas that must be replaced on a periodic basis, which shall be payable in regular installments rather than by special assessment.
- e. **Term of Management Agreement.** Any agreement for professional management of the Condominium project or any other contract providing for service by the developer, sponsor or builder, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum term of three (3) years.
- f. **Notice of Substantial Loss.** From and after the time a mortgagee makes written request to the Board of Directors or the Association therefor, the Association shall notify in writing FHLMC (c/o Servicer at Servicer's address) of any loss to or taking of the Condominium Common Areas of the Condominium project if such loss or taking exceeds \$10,000 or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.
- g. **Taxes, assessments and charges.** All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium project as a whole.
- h. **No Liability for Unpaid Assessments.** Any first mortgagee who obtains title to the Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Units unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, unless otherwise permitted by Utah law.
- i. **Distribution of Insurance or Condemnation Awards.** Anything herein to the contrary notwithstanding, no Unit Owner nor any other party shall have priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution on to Condominium Unit Owners of insurance proceeds or Condemnation awards for losses to or a taking of Condominium Units and/or Condominium Common Areas and facilities.

## ARTICLE XIV

### CREATION OF NON-PROFIT CORPORATION

- 14.1 **Authorization.** The Unit Owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the “Meadows East Phase 5-3 Condominium Owners Association,” by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit “D”, attached hereto. The Association, through the Board of Directors, shall be responsible for managing the Condominium Common Area within Phase 5-3 and governing the affairs of Phase 5-3 in accordance with the provisions of this Phase 5-3 Restated Declaration and the Bylaws.

## ARTICLE XV

### PHASE 5-3 AND MEADOWS EAST

- 15.1 **Condominium Phase.** Phase 5-3 is a condominium project consisting of 20 Condominium Units. Each owner of a Condominium Unit shall be subject to the provisions of the Meadows East Restated Declaration, except in those instances where the Phase 5-3 Restated Declaration contains provisions which are clearly and distinctly intended to govern Phase 5-3 to the exclusion of a provision in the Meadows East Restated Declaration.
- 15.2 **Common Areas.** The Phase 5-3 Map sets forth Common Areas which are part of the Common Areas of the Meadows East Owners Association. Phase 5-3 also contains Phase 5-3 Condominium Common Areas as set forth on the Phase 5-3 Map. The Phase 5-3 Condominium Common Areas are the sole responsibility of the Phase 5-3 Condominium Association and the Meadows East Owners Association is not responsible for the maintenance or repair of the Phase 5-3 Condominium Common Areas. However, the Meadows East Owners Association is authorized to collect from the Phase 5-3 Owners those Assessments made in connection with the Phase 5-3 Condominium Common Areas, which Assessments shall be determined solely by the Phase 5-3 Condominium Association.
- 15.3 **Membership and Voting.** All Owners of Units within Phase 5-3 shall be members of the Meadows East Owners Association, with all the rights, duties, privileges, obligations and restrictions as provided in the Meadows East Restated Declaration, including full rights and easements of ingress and egress and enjoyment of the Common Areas. Each owner of a Condominium Unit in Phase 5-3 shall also be a member of both the Phase 5-3 Condominium Association and the Meadows East Owners Association. Owners within the Phase 5-3 Condominium Association shall vote separately to determine the amount of Assessments, including reserves, needed to properly maintain the Phase 5-3 Condominium Common Area, and shall not vote on nor be assessed regarding maintenance of the Meadows East Owners Association’s Structural Maintenance Areas.
- 15.4 **Management of Phase 5-3.** The Phase 5-3 Condominium Association may contract with the Meadows East Owners Association or with a property manager for the purpose of



managing the affairs of the Phase 5-3 Condominium Association. In the event the Phase 5-3 Condominium Association fails to properly manage the Phase 5-3 Condominium Common Area or to engage a property manager to do the same, the Meadows East Owners Association shall not be responsible for nor have liability for any claims, damages or cause of action that arise as a result of the Phase 5-3 Condominium Association failing to properly manage the Phase 5-3 Condominium Common Area. Any action or service provided to or in connection with the Phase 5-3 Condominium Common Area by the Meadows East Owners Association, unless specifically contained in a written contract between the Meadows East Owners Association and the Phase 5-3 Condominium Association, shall not give rise to a claim by the Phase 5-3 Owners or the Phase 5-3 Condominium Association against the Meadows East Owners Association.

- 15.5 **Conflicts.** In the event of any conflict between the provisions of this Phase 5-3 Restated Declaration and the Meadows East Restated Declaration, the provisions of the Meadows East Restated Declaration shall control, unless such conflict would clearly run contrary to the intent or language of the Condominium Ownership Act or the provisions set forth herein.

## ARTICLE XVI

### AGENT FOR SERVICE OF PROCESS

- 16.1 **Registered Agent.** The Registered Agent for service of process for any action involving the Association shall be the same as the registered agent for the Association as shown on the records on file with the Utah Department of Commerce. The initial Registered Agent to receive service of process in matters pertaining to the property as provided in the Act is:

Richard W. Jones  
5732 S. 1475 E. Suite 200  
South Ogden, Utah 84403

## ARTICLE XVII

### GENERAL PROVISIONS

- 17.1 **Amendment.** Unit Owners shall have the right to amend this Phase 5-3 Restated Declaration upon the approval and consent of Unit Owners representing not less than sixty-seven percent (67%) of the undivided interests in the Condominium Common Areas and facilities. Any amendment shall be accomplished by the recordation of an instrument wherein the Board of Directors certifies that the Unit Owners representing at least sixty-seven percent (67%) of the undivided interests in the Condominium Common Areas and facilities have approved and consented to any such amendment. Provided however, this Phase 5-3 Restated Declaration shall not be amended to alter the mortgage protective provisions contained herein or to impair any first mortgagee's rights without the prior written consent of all first mortgagees.
- 17.2 **Record Retention Policy.** 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.

- 17.3 **Severability.** The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid, or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted.
- 17.4 **Gender.** The singular, where ever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
- 17.5 **Topical Headings.** The topical headings of the paragraphs contained in this Phase 5-3 Restated Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of the Phase 5-3 Restated Declaration.
- 17.6 **Effective Date.** This Phase 5-3 Restated Declaration shall take effect upon it being filed for record in the office of the County Recorder of Weber County, Utah.

*[Signatures on following page]*

CERTIFICATION

It is hereby certified that Owners holding at least three-fourths (75%) of the total votes of the Association have voted to approve this Phase 5-3 Restated Declaration.

IN WITNESS WHEREOF, this 27 day of July, 2015.

THE MEADOWS EAST PHASE 5-3 CONDOMINIUM OWNERS ASSOCIATION

By [Signature]
President

STATE OF UTAH )
)
COUNTY OF DAVIS WEBER )
SS.

On the 27 day July, 2015 personally appeared before me [Signature], who by me being duly sworn, did say that he/she is the President of the Meadows East Phase 5-3 Condominium Owners Association, and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledged to me that he/she executed the same.

[Signature]
NOTARY PUBLIC



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Units 1 through 4, Building "A", the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0001 through 07-224-0004]

Units 5 through 8, Building "B", the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0005 through 07-224-0008]

Units 9 through 12, Building "C", the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0009 through 07-224-0012]

Units 13 through 16, Building "D", the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0013 through 07-224-0016]

Units 17 through 20, Building "E", the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0017 through 07-224-0020]

**EXHIBIT "B"**

**BUILDING & PROPERTY**

**MAINTENANCE CHART**

The following chart defines the division of responsibility for maintenance and repair of property in the project/subdivision between the Association and Owner.

	<b>EXTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
1	Maintenance, replace, repair of roof and siding (including sheathing).	X	
2	Maintenance, replace and repair of exterior brickwork and chimneys.	X	
3	Maintenance, replace and repair of front steps and sidewalk	X	
4	Maintenance, replace and repair of concrete foundations and entrees.	X	
5	Maintenance, replace and repair of patio, cement on patio and water tap on patio. Any damage caused by a resident's negligence, such as failing to disconnect a hose from a tap, is the liability of a Unit Owner.	X	
5	Maintenance, replace and repair of deck floor support structures.	X	
6	Maintenance, replace and repair of original fences.		
7	Maintenance, replace and repair of unit owner added or modified fences.		
8	Maintenance, replace and repair of rain gutters and down spouts.	X	
9	Replacement, maintenance and repair of window wells and window well covers.	X	
10	Maintenance and repair of decks & balconies and other authorized modifications.	X	
11	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes.		X
12	Replacement, maintenance and repair of carport floors, poles and roofs.	X	
13	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames.		X
14	Replacement, maintenance and repair of all yard lights that use electricity from the Unit.	X	
15	Replacement, maintenance and repair of all lights attached to the exterior walls.	X	
16	Maintenance of gas and electricity connections from the meters to the Unit.	X	
17	Maintenance of water system from the outside entry through the foundation throughout the Unit. This includes the outside faucets and hose bibs.	X	
18	Replacement and repairs to outside water spigots and bibs.	X	
19	Replacement, repair and maintenance of phone lines, TV cables, heat pumps.		X
20	Unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items.	X	

	<b>INTERIOR</b>		
21	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks. Water pipes and drainage pipes that serve only one Unit are the responsibility of the Owner to the point they join a common pipe.		X
22	Maintenance, cleaning and repair of venting, air conditioning units, chimneys and fireplaces.		X
23	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures.		X
24	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		X
25	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal Unit settling.		X
26	Repairs of damage resulting from static water or seepage of water from any underground source except sprinkler system failures.		X
27	Repairs of damage resulting from surface water.		X
28	Repairs of damage resulting from sprinkler system failures.	X	

	<b>GROUNDS</b>	<b>HOA</b>	<b>OWNER</b>
29	Lawn, flowers, trees and shrubs in the Common Areas.	X	
30	Lawn, flowers, trees and shrubs in Limited Common Areas.	X	
31	Lawn watering system.	X	
32	Snow removal.	X	
33	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	
34	Watering system for Limited Common Areas (with approval of the Grounds Committee).	X	

	<b>OTHER</b>	<b>HOA</b>	<b>OWNER</b>
35	Maintenance and repair of swimming pool and tennis courts.	X	
36	Garbage collection.	X	
37	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Unit.	X	

## Record Retention Schedule

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 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	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or Board without a meeting	Permanent
A record of all actions taken by a committee of the Board in place of the Board on behalf of the nonprofit corporations	Permanent
Record of all waivers of notices of meetings of members and of the Board or any committee of the Board	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



**EXHIBIT "D"**

**ARTICLES OF INCORPORATION**

# ARTICLES OF INCORPORATION

for

## MEADOWS EAST 5-3

### CONDOMINIUM OWNERS ASSOCIATION

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

#### ARTICLE I NAME

The name of the corporation is Meadows East 5-3 Condominium Owners Association ("Association").

#### ARTICLE II DURATION

The Association shall have perpetual existence.

#### ARTICLE III PURPOSES AND POWERS

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 the Meadows East Phase 5-3 Condominium and to establish, provide, and maintain a desirable community and environment for all member unit owners.
2. **Powers** In furtherance of the foregoing purposes, but not otherwise, 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 are or may be prescribed by law.
3. **Restrictions Upon Purposes and Powers** The foregoing purposes and powers of the Association are subject to the following limitations:
  1. **Earnings of Association** That 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;

2. **Nonprofit Organization** That 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
3. **Association Participating in Litigation** The Association shall not participate in any litigation which is, or purports to be, a “class action” without first obtaining approval of at least 75 percent of its Members.
4. **Dividends, Distribution, etc.** 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 U.C.A. § 57-8-24. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

## 5. MEMBERSHIP AND VOTING

1. **Members** The Association shall have Members. Every Owner of a Unit 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 Unit to which the membership is attributable.
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 certificate.
3. **Voting** The Association shall have one class of voting membership. Each Unit shall be entitled to one vote on any given matter, regardless of the number of Members owing an interest in such Unit. The Members owning a particular Unit are authorized to cast the vote attributable to the Unit. The Board may suspend the voting rights of Members for a particular Unit if the Members are in violation of the Declaration. The Association shall have no vote as to Units owned by it.
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 Unit must be cast as a unit, and factional votes shall not be allowed. If a Unit 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 Unit, 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 Unit unless objection thereto is made at the time the vote is cast. If more than one vote is cast for particular Unit,

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. **No Cumulative Voting** In any election of the members of the Board, the Owner(s) of a given Unit 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.
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 Unit and then only to the new Owner of the Unit. A transfer of ownership to a Unit 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 Unit shall automatically transfer the membership appurtenant to said Unit to the new Owner thereof.

## 6. SHARE OF STOCK

The Association shall not issue any shares of stock.

## 7. DIRECTORS

The management of the affairs of the Association shall be vested in a Governing 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.

Three Directors shall constitute Governing Board of Directors. Their names and addresses are as follows:

	<u>Name</u>	<u>Address</u>
1.	Deni Swanger	1877 E 5665 S, Ogden, Utah 84403
2.	Loraine Barowski	1879 E 5665 S, Ogden, Utah 84403
3.	Robert Flynn	1899 E 5665 S, Ogden, Utah 84403

## 8. BYLAWS

The initial bylaws of the Association shall be those currently adopted as the bylaws of the

Meadows East Owners Association. The bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these articles of incorporation, as these articles may from time to time be amended.

**9. INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT**

The address of the initial principal office of the Association is: Meadows East, C/O 5300 S. 500 E. #8, Ogden, Utah 84405. The name and address of the Association's registered agent is Richard W. Jones, Esq., 5732 S. 1475 E. Suite 200, South Ogden, Utah 84403.

**10. DISSOLUTION**

The Association may be dissolved only upon termination of condominium declaration for the Meadows East 5-3 Condominium. 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 90 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 U.C.A. § 57-8-1 et al.

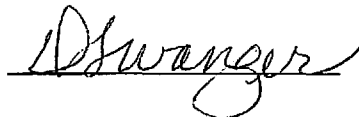
**11. INCORPORATOR**

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

**12. AMENDMENT**


The Association may amend these Articles of Incorporation by a vote of not less than 66.7% of the members.

IN WITNESS WHEREOF, I, Deni Swanger have executed these Articles of Incorporation this 28 day of July, 2015, 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.



**ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT**

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

  
Richard W. Jones