

**ARTICLES OF INCORPORATION OF  
PAGES PLACE HOME OWNERS ASSOCIATION, INC.**

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We, the undersigned natural persons over the age of eighteen (18) years, acting as the Board of Directors and incorporators of a non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation and Utah Community Association Acts, hereby adopt the following Articles of Incorporation (“Articles”) of Pages Place Home Owners Association, Inc. (“Association”).

**RECITALS:**

- A. Certain Articles of Incorporation, dated August 10, 2013, were included as an exhibit to the First Amended & Restated Condominium Declaration for Page Place Condominiums, Entry No. 2772564, recorded on October 18, 2013 (“First Amendment”). Notwithstanding, it does not appear that Articles of Incorporation have been filed with the State of Utah.

Adoption Statement:

- B. Pursuant to Article 13.01 of the First Amendment and Article 11.1 of the recorded Articles of Incorporation, no less than 67% of the total membership provided their written consent to the filing of these Articles, with the last required member consent being received on \_\_\_\_\_.
- C. These Articles are now being filed with the Utah Secretary of State and shall replace and supersede all prior articles of incorporation.

**ARTICLE I – NAME & PRINCIPAL PLACE OF BUSINESS**

- 1.1 The name of the nonprofit corporation is Pages Place Home Owners Association, Inc.

**ARTICLE II - DURATION**

- 2.1 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

**ARTICLE III - POWERS AND PURPOSES**

- 3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, as amended, and otherwise administering any Common Areas, Limited Common Areas and facilities and generally providing for and promoting the recreation, health, safety, and welfare of Members of the Association.

- 3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws and Declaration, as amended, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers conferred by the Utah Revised Nonprofit Corporation and Utah Community Association Acts.
- 3.3 Non-Profit. The Association is not organized for pecuniary profit. No dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of the net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers or any other person except to reimburse approved costs.

#### **ARTICLE IV - DEFINITIONS**

- 4.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Second Amended & Restated Declaration of Covenants, Conditions & Restrictions of Pages Place, a Planned Unit Development, recorded in the Official Records of the Davis County Recorder's Office on \_\_\_\_\_ as Entry No. \_\_\_\_\_ (hereinafter referred to as the "Declaration"), applicable to the Property, and as the same may be amended from time to time as therein provided. The term "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and these Articles.

#### **ARTICLE V – MEMBERSHIP SHARES AND VOTING RIGHTS**

- 5.1 Membership/Shares. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Unit in which the Owner has the necessary interest, and shall not be separated from the Unit to which it appertains. The Association shall not issues shares of stock. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.
- 5.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.
- 5.3 Membership Information. Unless a Member provides alternate contact information in writing, the Association may for all purposes act and rely on the information concerning Members and Unit ownership that is obtained from the office of the Davis County Recorder. The address of a Member shall be deemed to be the address of the residence situated on such Member's Unit unless the Association is otherwise advised in writing.

#### **ARTICLE VI - ASSESSMENTS**

- 6.1 Members of the Association shall be subject to assessments and other authorized fees by the Association from time to time in accordance with the provisions of the

Declaration, as amended, and shall be liable to the Association for payment of such assessments and fees.

**ARTICLE VII – INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

- 7.1 The address of the initial registered agent of the Association is:  
Burt R. Willie  
SMITH KNOWLES, P.C.  
2225 Washington Blvd., Suite 200  
Ogden, Utah 84401

By signing below, the undersigned, whose address is set forth hereinabove, accepts appointment as the registered agent.

SMITH KNOWLES, P.C.

By: \_\_\_\_\_  
Burt R. Willie  
Its: Registered Agent

**ARTICLE VIII – APPOINTMENT OF BOARD OF DIRECTORS (“Board”)**

- 8.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association.
- 8.2 The Association shall have one class of membership.

**ARTICLE IX –BOARD OF DIRECTORS**

- 9.1 Current Board. As of the date of the filing of these Articles, there are three (3) Directors serving on the Board.

**ARTICLE X – INCORPORATOR**

- 10.1 The name and address of the incorporators of the Association are as follows:

<u>Name</u>	<u>Address:</u>
Jared Dewitt	1613 Page Place Bountiful, Utah 84010

**ARTICLE XI - MISCELLANEOUS**

- 11.1 Dissolution. If otherwise allowed by law, the Association may be dissolved by the affirmative vote of sixty-seven percent (67%) of the total membership. Upon dissolution of the Association, all of its assets (including the Common Areas and

community facilities) shall be transferred to a nonprofit corporation, trust, political subdivision, or other entity to be used for purposes similar to those provided for in these Articles and the Declaration.

- 11.2 Manager. The Association may carry out through a managing agent any of its functions which are properly authorized by the Articles, Bylaws or Declaration. Any managing agent shall be an independent contractor and not an employee of the Association. The managing agent shall be responsible for managing the Property for the benefit of the Association and the Members and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Retention of a managing agent shall be within the Board's discretion and the Board is authorized to enter into a contract for services with the managing agent.
- 11.3 Amendment. Any amendment to these Articles shall require the unanimous consent of the Board of Directors or the consent of at least fifty-one percent (51%) of the total membership of the Association.
- 11.4 Rules, Policies & Resolutions. The Board may adopt, amend and repeal rules, policies and resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, Bylaws and the Declaration, as required by the Community Association Act.
- 11.5 Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Bylaws and Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of these instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation and Utah Community Association Acts are consistent with these Articles, such legislation shall supplement the terms hereof.
- 11.7 Indemnification. No Director, officer, managing agent or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, managing agent or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, managing agent or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a

Director, officer, managing agent, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, managing agent, or committee member, and the Association shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein.

- 11.8 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PAGES PLACE HOME OWNERS  
ASSOCIATION, INC.

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Jared Dewitt  
Incorporator