

**AMENDED & RESTATED ARTICLES OF INCORPORATION OF
COUNTRYSIDE HOMEOWNERS ASSOCIATION**

We, the undersigned natural persons over the age of eighteen years, acting as the authorized Board of Directors¹ (“Board”) for Countryside (“Association”), a Utah non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation and Utah Condominium Ownership Acts, hereby adopt the following Amended & Restated Articles of Incorporation for Countryside Homeowners Association (“Articles”).

RECITALS:

- A. On or about June 26, 2006, the initial Articles of Incorporation for the Association were filed with the Utah Secretary of State (“Enabling Articles”) establishing the Association as a non-profit corporation.
- B. Prior to June 26, 2006, the Association had operated as an unincorporated homeowners association.

ADOPTION STATEMENT:

In accordance with Article 11.1 of the Enabling Articles and Article III (37) of the Enabling Declaration, no less than sixty-seven percent (67%) of the total undivided ownership interest in the Common Areas provided their vote or written consent approving the filing of these Articles, with the last member approval being received on _____.

ARTICLE I – NAME, PRINCIPAL ADDRESS & DURATION

- 1.1 The name of the nonprofit corporation remains Countryside Homeowners Association (hereinafter "the Association").
- 1.2 The Association’s principal address shall be: 5300 South Adams Avenue Parkway Suite #8, Ogden, Utah, 84405. Such principal address may be modified at any time with the Utah Secretary of State by the Incorporator or Board of Directors without amendment to these Articles.
- 1.3 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

ARTICLE II - POWERS AND PURPOSES

- 2.1 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

¹ Board of Directors shall be synonymous with “Management Committee” as utilized in the Declaration or Utah Condominium Ownership Act.

facilities and providing for and promoting the recreation, health, safety, and welfare of Members of the Association.

- 2.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws, Declaration and Utah law, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes
- 2.3 Non-Profit. The Association is not organized for pecuniary profit.

ARTICLE III - DEFINITIONS

- 3.1 All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Condominium of Countryside Condominium Project recorded in the Official Records of the Salt Lake County Recorder's Office on _____, as Entry No. _____, as amended ("Declaration").

ARTICLE IV – MEMBERSHIP SHARES AND VOTING RIGHTS

- 4.1 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 Member has the necessary interest, and shall not be separated from the Unit to which it appertains. The Association shall not issue shares of stock.
- 4.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.
- 4.3 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 Salt Lake 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 V –REGISTERED OFFICE AND REGISTERED AGENT

- 5.1 The address of the registered agent of the Association is:
Welch Randall Property Management
Brad Randall
5300 South 500 East, Suite 8
Ogden, Utah 84405

Such agent and office may be modified at any time with the Utah Secretary of State by the Incorporator or Board of Directors without amendment to these Articles.

ARTICLE VI – ELECTION OF BOARD OF DIRECTORS

- 6.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and/or Bylaws of the Association.

ARTICLE VII – BOARD OF DIRECTORS (“Board”)

- 7.1 Current Board. As of the date of the filing of these Articles, there are five (5) Directors serving on the Board.

ARTICLE VIII - MISCELLANEOUS

- 8.1 Dissolution. Dissolution may occur consistent with the Declaration and the Utah Revised Non-profit Corporation Act, which dissolution proposal must be approved by Members holding not less than seventy-five percent (75%) of the voting interest of the Association. Upon dissolution, the assets of the Association shall transfer or divided among Members, as required by law.
- 8.2 Manager. The Association may conduct through a managing agent any of its functions which are properly authorized by the Articles, Bylaws or Declaration. 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.
- 8.3 Amendment. Any amendment to these Articles shall require the consent of at least fifty-one percent (51%) of eligible Allocated Interest.
- 8.4 Rules, Policies & Resolutions. The Board may adopt, amend and repeal rules, policies and resolutions for regulation and management of the affairs of the Association consistent with these Articles, Bylaws and the Declaration.
- 8.5 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 all 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 Condominium Ownership Acts are consistent with these Articles, such legislation shall supplement the terms hereof.

- 8.6 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. 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 _____, 202__.

COUNTRYSIDE HOMEOWNERS ASSOCIATION

By: _____

Its: President