

Filed in the Office of <i>Adrian Jackson</i> Director, Division of Corporations and Commercial Code Filed in the state of Utah	Filing Number 250123185801B Filed On January 22, 2025 11:11 AM Entity ID 14535776-0140 Number of Pages 4
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## **ARTICLES OF INCORPORATION OF DONNER TOWERS CONDOMINIUM ASSOCIATION**

The undersigned natural persons over the age of eighteen years, acting as the Management Committee and the incorporators of a non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation and Utah Condominium Ownership Acts, hereby adopt the following Articles of Incorporation ("Articles") of Donner Towers Condominium association ("Association").

### **RECITALS:**

- (A) Prior to the adoption of these Articles, the Association operated as an unincorporated homeowners association.
- (B) Pursuant to Utah Code § 57-8-59(5), except where limited by the Declaration and Bylaws, authorizes the Management Committee to act on behalf of the association of unit owners. The Management Committee has determined that it is in the best interests of the Members of the Association that the unincorporated homeowner association become incorporated as a Utah non-profit corporation.
- (C) Adoption Statement. In accordance with Utah Code § 16-6a-1006(1), by signing below, the Management Committee, hereby submits these Articles for incorporation.

### **ARTICLE I – NAME, PRINCIPAL ADDRESS & DURATION**

- 1.1 The name of the nonprofit corporation shall be Donner Towers Condominium Association.
- 1.2 The Association's principal address shall be: 5300 Adams Ave. Pkwy #8, Ogden, Utah 84405. Such principal address may be modified at any time with the Utah Secretary of State by the Management Committee without amendment to these Articles.
- 1.3 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

### **ARTICLE II - DEFINITIONS**

- 2.1 Definitions. All terms used herein shall have those meanings given them under that certain Condominium Declaration for Donner Towers Condominium ("Declaration") and accompanying Bylaws, as amended. 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 III –REGISTERED AGENT & OFFICE**

- 3.1 Pursuant to Article VIII of the Declaration and the Utah Revised Non-Profit Corporation Act, the address of the registered agent of the Association is:

Brad Randall  
Welch Randall Property Management  
5300 Adams Ave. Pkwy #8, Ogden, Utah 84405

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

### **ARTICLE IV – INCORPORATORS & CURRENT MEMBERS OF THE MANAGEMENT COMMITTEE**

- 4.1 Pursuant to Utah Code §§ 16-6a-201(1) the name of the incorporators of the Association are as follows:
1. Anthony Gloschat- 5300 Adams Ave, Parkway #8, Ogden, Utah 84405
  2. Carsten Rauh - 5300 Adams Ave, Parkway #8, Ogden, Utah 84405
  3. Kim Hissong - 5300 Adams Ave, Parkway #8, Ogden, Utah 84405

### **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 issue 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 List 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 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 - POWERS AND PURPOSES**

- 6.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of Governing Documents and otherwise administering any Common Areas, Limited Common Areas, or facilities for the benefit of Members.
- 6.2 Powers. The Association shall have all of the powers conferred upon it by the Governing Documents, as amended, including all powers conferred by the Utah Revised Nonprofit Corporation and Utah Condominium Ownership Acts, and as otherwise allowed by law.
- 6.3 Non-Profit. The Association is not organized for pecuniary profit.

## **ARTICLE VII – MISCELLANEOUS**

- 7.1 Amendment. Amendment to these Articles shall require the unanimous consent of the members of the Management Committee.
- 7.2 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%) undivided interest in the Association. Upon dissolution, the assets of the Association shall transfer or be divided among Members, as required by law.
- 7.3 Manager. The Management Committee may utilize the assistance of professional community management to carry out duties and functions authorized by these Articles.
- 7.4 Rules, Policies & Resolutions. The Management Committee may adopt, amend, and repeal rules, policies and resolutions for the regulation and management of the affairs of the Association consistent with the Governing Documents and the Act.
- 7.5 Interpretation. The captions that 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 the purposes of these instruments.
- 7.6 Indemnification. No director, officer, managing agent, committee member, or authorized person acting on behalf of the Association 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 person. The Association shall and does hereby indemnify and hold harmless each person who shall serve in



such capacity, 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, committee member or authorized person by reason of any action alleged to have been taken or omitted to have been taken by them in such capacity, 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. 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 \_\_\_\_\_, 2025.

**DONNER TOWERS CONDOMINIUM  
ASSOCIATION**

*Anthony Gloschat*

By (printed): Anthony Gloschat  
Its: Board Member

DATED this 21 day of January, 2025.

**DONNER TOWERS CONDOMINIUM  
ASSOCIATION**

*Carsten Rauh*

By (printed): Carsten Rauh  
Its: Board Member

DATED this 21 day of January, 2025.

**DONNER TOWERS CONDOMINIUM  
ASSOCIATION**

*Kim Hissong*

By (printed): Kim Hissong  
Its: Board Member