

Date: 02/09/2011
Receipt Number: 3476471
Amount Paid: \$75.00

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FEB 09 2011

Utah Div. Of Corp. & Comm. Code



EXPEDITE

When Filed, Return To:
Steven W. Dougherty
50 W. Broadway #700
Salt Lake City, Utah 84101

ARTICLES OF INCORPORATION
OF
EDGEWATER BEACH RESORT PHASE 1 HOA, INC.

The undersigned natural person over the age of eighteen years, acting as incorporator of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (*Utah Code Annotated* §§ 16-6a-101, *et seq.*), hereby adopts the following Articles of Incorporation.

02-09-11 P02:32 RCVD

ARTICLE I

NAME

The name of the nonprofit corporation, hereinafter referred to as the "Association," is

EDGEWATER BEACH RESORT PHASE 1 HOA, INC.

ARTICLE II

DURATION

The Association shall exist perpetually or until dissolved pursuant to law.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing the EDGEWATER BEACH RESORT PHASE 1 Condominiums (the "Project"), a four unit condominium project located in Weber County, Utah. The Project will be created by recording an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Edgewater Beach Resort Condominiums Phase One" (the "Declaration") in the Office of the Weber County, Utah Recorder. The Declaration is hereby incorporated by reference and made a part of these Articles of Incorporation. The Association shall be operated to perform the functions and provide the services contemplated by the Declaration. Except as otherwise provided herein or as may be required by the context hereof, all terms defined in the Declaration shall have such defined meanings when used herein.

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No dividend shall be paid to, and no part of the net income, if any, or assets, of the Association shall be distributed to any of the Members, the Management Committee, or to the officers of the Association, except as otherwise provided herein, in the Declaration, or by Utah law.

ARTICLE IV

POWERS

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise the power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the power to fix, levy and collect the charges and assessments provided for in the Declaration. In addition, and to the extent not inconsistent with the Declaration, the Association may exercise any power available to an association of owners under the Utah Revised Nonprofit Corporation Act, the Utah Condominium Ownership Act (*Utah Code Ann. §§ 57-8-1 et seq.*) and the Utah Community Association Act (*Utah Code Ann. §§ 57-8a-101 et seq.*).

ARTICLE V

MEMBERSHIP AND STOCK

Each Owner of a Unit in the Project shall be a member of the Association. The rights and duties appertaining to membership in the Association shall be governed by the Declaration. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association. Membership in the Association shall be mandatory, and not optional, and shall be appurtenant to and may not be separated from the ownership of any Unit, Parking Unit or Storage Unit which is subject to assessment by the Association. No persons or entity other than an Owner of a Unit may be a member of the Association. Membership in the Association shall begin immediately and automatically upon becoming an Owner of a Unit and shall cease immediately and automatically upon ceasing to be an Owner of such a Unit.

ARTICLE VI

ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and applicable law, and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

ARTICLE VII

MANAGEMENT COMMITTEE

A. The Management Committee of the Association shall consist of three (3) directors ("Directors"), which number may be increased or decreased pursuant to the Association's bylaws ("Bylaws"), but the number of Directors shall never be fewer than three (3). The current Management Committee consist of the following individuals:

<u>Name</u>	Reese Howell, Jr.
<u>Street Address</u>	340 East 400 South Salt Lake City, UT 84111

<u>Name</u>	Brad Bybee
<u>Street Address</u>	340 East 400 South Salt Lake City, UT 84111

<u>Name</u>	Craig Calafati
<u>Street Address</u>	340 East 400 South Salt Lake City, UT 84111

B. The Association's Management Committee shall exercise all of the Association's Powers, except for those, if any, conferred on or reserved to the Owners as the Association by these Articles, or the Declaration or Bylaws, as amended from time to time.

ARTICLE VIII

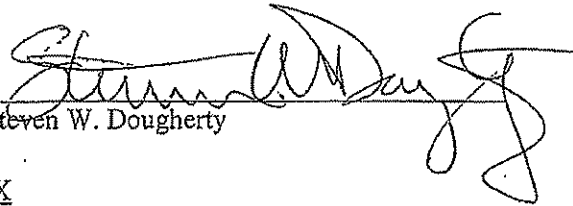
PRINCIPAL OFFICE

The address of the principal office of the Association is 340 East 400 South, Salt Lake City, UT 84111.

ARTICLE IX

REGISTERED OFFICE AND AGENT

The registered office of the Association is 50 W. Broadway #700, Salt Lake City, Utah and the name of the registered agent at such address is Steven W. Dougherty. The registered agent acknowledges his appointment by signing below.


Steven W. Dougherty

ARTICLE X

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

<u>Name</u>	Reese Howell, Jr.
<u>Street Address</u>	340 East 400 South Salt Lake City, UT 84111

ARTICLE XI

BYLAWS

The Management Committee shall adopt Bylaws which are not inconsistent with law or these Articles for the regulation and management of the affairs of the Association.

ARTICLE XII

AMENDMENTS

Except as otherwise provided by law or by the Declaration, these Articles of Incorporation may be amended only upon the affirmative vote of sixty-seven percent (67%) of the members of the Management Committee. These Articles may not be amended so as to provide for any matter that is inconsistent with the provisions of the Declaration and Bylaws (as the Declaration and Bylaws may from time to time be amended).

ARTICLE XIII

CONFLICT WITH DECLARATION

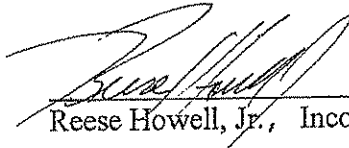
In the event of any conflict or inconsistency between the provisions of these Articles of Incorporation and the provisions of the Declaration and/or the Bylaws (as the Declaration and Bylaws may from time to time be amended), the provisions of the Declaration and/or the Bylaws shall control, in that order.

ARTICLE XIV

INDEMNIFICATION

The liability of any past or present member of the Management Committee of the Association is limited to the full extent permitted in Utah Code Ann. § 16-6a-823. Past and present directors, officers, employees, contractors, fiduciaries and agents of the Association shall be indemnified by the Association to the full extent permitted in Utah Code Ann. §§ 16-6a-901 *et seq.*

DATED this 2 day of ^{February, 2011} ~~September, 2010~~.



Reese Howell, Jr., Incorporator

CELTIC BANK

78993

State of Utah
160 East 300 South

Payment Date
02/09/2011

Salt Lake City UT 84111

Check Amount
***75.00*

Invoice ID
FEB09-11

Invoice Description
Catanzaro

Invoice Amount
75.00

Utah
Department of Commerce
Licensing and Enforcement System

Payer: EDGEWATER BEACH RESORT PHASE 1 H

Drawer ID: TerminalID

User : jbetts

Date: 02/09/2011

Expedited Proce	1	75.00	75.00
		Check	\$75.00

Amount Due: \$75.00

Amount Paid: \$75.00

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OA, INC.