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State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed and approved on the Friday of May 15, 1993 in the office of this Division and hereby issue this Certificate thereof.

Examiner [Signature] [Signature] ARTICLES OF INCORPORATION



[Signature]  
KORLA T. WOODS  
Division Director

OF  
MEADOWLANDS II HOMEOWNERS ASSOCIATION

03-148-0001  
H-0020

H. Ernie Smith, the undersigned natural person over the age of twenty-one years, acting as incorporator of a non-profit corporation pursuant to the Utah Non Profit Corporation and Cooperative Association Act, hereby adopts the following Articles of Incorporation for said corporation:

ARTICLE I

NAME

The name of the non-profit corporation is Meadowlands II Homeowners Association, hereinafter the "Association."

ARTICLE II

DURATION

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

ARTICLE III

PURPOSES

The Association is organized as a non-profit corporation and shall be operated exclusively for the purpose of maintaining, operating and governing Meadowlands II, a residential subdivision, hereinafter the "Project," located on the following described real property in Davis County, State of Utah:

SEE SCHEDULE 1 ATTACHED

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration of Building and Use Covenants, Conditions and Restrictions, as amended for Meadowlands, a residential subdivision, hereinafter the "Declaration," as recorded in the office of the County Recorder of Davis County, State of Utah. No dividends shall be paid and no part of the net income of the Association, if any, shall be distributed to the members, Trustees, or officers of the Association, except as otherwise provided herein, in the Declaration, or by law.

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ARTICLE IV

## POWERS

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

a) The power to do any and all thing 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 specific power to fix, levy, and collect the charges and assessments required to accomplish the powers and duties provided for in the Declaration.

b) The power to purchase, acquire, own, hold, lease, mortgage, sell and dispose of any and all kinds and character of real, personal and mixed property ( the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, the exercise all rights, powers and privileges appertaining thereto:

c) The power to do any and all things that a non-profit corporation may now or hereafter do under the laws of the State of Utah.

ARTICLE V

## MEMBERSHIP

The members of the Association shall be all record owners of residential lots, hereinafter "Lot", on the Project, as such owners are shown on the records of Davis County, State of Utah. The term record owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a lot, or any part thereof is encumbered (unless such mortgagee, Trustee or beneficiary has acquired title for other than security purposes). If record ownership of a Lot in the Project jointly held, the membership appertaining to such Lot shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each membership in the Association shall be appurtenant to and shall not be separated from the Lot to which it relates. No person or entity other than an owner of a Lot in the Project may be a member of the Association.

ARTICLE VI

## MEMBERSHIP CERTIFICATES

The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Lot to which such membership appertains and shall cease immediately and

automatically upon ceasing to be a record owner of such Lot.

#### ARTICLE VII

##### VOTING RIGHTS

All voting rights of the Association shall be exercised by the Members, each membership being entitled to one (1) vote for each Lot owned by such Member. If a membership is jointly held, any or all holders thereof may attend any meeting of the members of the Association, but such holders must act unanimously to cast the votes relating to their joint membership. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the members of the Association, the voting requirements and proportions shall be as set forth in the Bylaws.

#### ARTICLE VIII

##### 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, the Bylaws and applicable law, and shall be liable to the Association for payment of such assessments. members of the Association shall not be individually or personally liable for the debts or obligations of the Association.

#### ARTICLE IX

##### PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the initial principal office of the Association is 2231 East 4800 South, Salt Lake City, Utah, and the name of the initial registered agent of the Association at such address is H. Ernie Smith.

#### ARTICLE X

##### BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than three (3) Trustees, as prescribed in the Bylaws. Until such time as the responsibility for electing the Trustees of the Association is assumed by the Members of the Association in accordance with the Bylaws and Utah Law, Verlon Duncan shall have the exclusive right to appoint such Trustees. Except Trustees appointed as herein provided, Trustees must be Members of the Association. The number of Trustees constituting the initial Board of Trustees shall be two (2). The names and addresses of the persons who are to serve as Trustees until the first meeting of the Members of the Association held for electing Trustees and until the successors of such Trustees are elected and shall qualify are as follows:

| NAME              | ADDRESS  |
|-------------------|--|
| H. Ernie Smith    | 2231 East 4800 South<br>Salt Lake City, Utah 84117 |
| Scott M. Brubaker | 2231 East 4800 South<br>Salt Lake City, Utah 84117 |

ARTICLE XI

MANAGER

The Board of Trustees may be written contract delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are property delegable.

ARTICLE XII

BYLAWS AND RULES AND REGULATIONS

To the extent that the same are not inconsistent with these Article of Incorporation of the Declaration, the Board of Trustees may adopt and enforce Bylaws and may adopt, amend, repeal, and enforce reasonable rules and regulations governing the operation of the Association and the operation and use of the Project.

ARTICLE XIII

INCORPORATOR

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

|                |  |
|----------------|--|
| H. Ernie Smith | 2231 East 4800 South<br>Salt Lake City, Utah 84117 |
|----------------|--|

ARTICLE XIV

AMENDMENTS

These Articles of Incorporation may be amended in accordance with Utah Law upon the affirmative vote of not less than two-thirds (2/3) of the total number of votes of the Association.

Dated this 20<sup>th</sup> day of MAY, 1993.

*H. Ernie Smith*

VERIFICATION

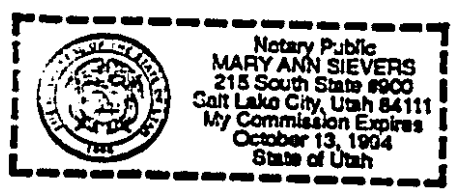
STATE OF UTAH )  
COUNTY OF SALT LAKE ) : SS.  
~~DAVIS~~ )

On this 20<sup>th</sup> day of MAY, 1993, personally appeared before me, H. ERNE SMITH, who, is being by me duly sworn, declared that he is the incorporator of MEADOWLANDS II HOMEOWNERS ASSOCIATION, that he signed the foregoing Articles of Incorporation of MEADOWLANDS II HOMEOWNERS ASSOCIATION as incorporator of such non-profit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of MAY, 1993.

My commission expires: 10-13-94

Mary Ann Sievers  
Notary Public  
Residing at: Sandy, Utah



MEADOWLANDS II

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, the undersigned, being the owners of the following described real property located in the city of Centerville, Davis County, State of Utah. to-wit:

Lots 1-20 inclusive, MEADOWLANDS II SUBDIVISION; located at approximately 775 South Main, Centerville, Utah, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations in order to enhance a more uniform development of the lots therein, maintain to the extent possible the natural environment in which they are located and to maintain the value thereof.

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot than one detached dingle-family dwelling not to exceed two stories in height, with private attached garage for at least two cars, the plans for which shall be approved in advance by the Architectural Control Committee (ACC) referred to hereafter.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the ACC. Such approval will concern itself with the acceptability and harmony of external design of the proposed structure and as to the location of the proposed structure with respect to topography and grade, quality of materials, size,

height, color etc. All buildings shall be of good quality workmanship and materials. Masonry (brick, stone or stucco) on the front side of the main level of the exterior are required. Gable, soffit and fascia shall be aluminum siding. Exterior television antennas are prohibited. Exposed metal flues, vents, ventilators or other metallic rooftop protuberances shall be coated or painted with a neutral color which will blend harmoniously. The ACC shall have final control for approval of all color and material plans.

Upon commencement of construction of any structure, the construction time for the exterior portion of any structure shall not exceed 12 months from start to finish. All debris, excavation dirt etc. associated with the building process shall be removed within the above specified construction time. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks of the property described herein. "Start" shall be the instant any foliage is cut or dirt moved in anticipation of the construction of the to-be-built structure, "Finish" shall be the instant the entire exterior portion of the to-be-built structure conforms to the construction plans, specifications and plot plan approved by the ACC.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$70,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded. Main floor area of the main structure shall not be less than 1,300 square feet for a one story home and not less than 1,800 square feet (main floor and upstairs), with at least 1000 square feet on the main floor, for a two story home. Each home must have at least a two car garage.

#### 4. Building Location.

a) No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 20 feet to any side street line.

b) No dwelling shall be located nearer than 8 feet to any interior lot line with a combined side yard of 18 feet, except that a one-foot minimum side yard shall be permitted for an accessory building located 50 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Accessory buildings may be located according to city ordinance from the rear lot line, so long as such buildings do not encroach upon any easements.

c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot. Notwithstanding the above, all ordinance requirements of the Centerville City R-1-8.5 zone must be complied with.

5. Out Buildings. It is understood that out buildings, such as swimming pool dressing facilities and tennis court dressing facilities may be constructed on any lot located on the above described property so long as they are in conformity with harmonious development of the property and receive approval of the ACC. No such out building shall at any time be used for human habitation, temporarily or permanently.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the ACC will be permitted unless in enclosed areas designed for such purposes. No automobiles, trailers, boats, boat racks, snowmobiles, motorhomes, recreational vehicles, or other vehicles are to be stored on front or side lots unless they are in running condition, properly licensed and are being regularly used. No parking or storage of any articles, material, equipment or vehicles of any nature shall be permitted in the front or side yard portion of any lot except that licensed, regularly use passenger cars and light pick up trucks may be parked in driveway areas. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the property hereinabove described except that licenses, regularly used passenger cars and light pick up trucks may be parked in streets located within the hereinabove described property.

No open storage of building materials, except during course of actual construction, shall be permitted on any lot or street, nor shall junk, unlicensed cars or other unsightly items ever be maintained or stored on any lots or street. Minor vehicle repairs may be accomplished during the daylight hours. Major vehicle repairs lasting more than three days is strictly prohibited.

The use or operation of snowmobiles on streets or the property above described is not permitted.

The use of motorcycles and other recreational vehicles which may produce audible annoyance to the community shall be limited to ingress and egress into the community and shall preclude recreational riding.



Failure to comply with the provisions hereof shall constitute a nuisance.

8. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in home is prohibited.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises or on leash under handler's control. The head of the household of any lot that has household pets will be responsible for removal of all feces or other pet residue on a daily basis and will ensure that there are no offensive odors that would constitute an annoyance to neighbors or the neighborhood as a result of maintaining household pets. All cases regarding animals shall conform to the applicable ordinances of Centerville City, Utah.

11. Appearance, Sanitation and Fire Hazard Control. Each owner shall be required to reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation. No lots shall have accumulated thereon any rubbish, trash or unsightly debris. The burning of rubbish, leaves or trash on the above described property is strictly prohibited. trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. Upon failure of any owner to remove any rubbish, trash, or unsightly debris, or overgrowth of weeds beyond a thirty (30) day period, from said owners property within ten (10) days after written notice to remove has been mailed to him by the ACC may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal. If any such lot shall develop an unclean or unsanitary condition or falling to a state of disrepair, and in the event that the Owner of such lot shall fail to correct such condition or state of disrepair promptly following written notice from the ACC, the ACC shall have the right to petition any court of competent jurisdiction for legal and equitable relief.

Exterior light poles and placement of swamp coolers and air

conditioners shall be approved in writing by the ACC. Window mount coolers of all kinds are strictly prohibited. No electrical power lines, telephone cables, or other auxiliary service lines shall be exposed. All utility lines shall be underground.

12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement.

13. Landscaping. Any trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expenses upon request of the ACC. Front and side lawns must be planted within one year from completion of structure, and back lawns must be planted within two years of completion of structure.

No fence or screen shall be erected without the prior written consent of the ACC. No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveway and street intersections.

14. Slope and Drain Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may cause damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Subsurface Drainage. At the closing of each lot a fee of \$100.00 will be placed in an interest bearing account for the sole purpose of maintenance of the subsurface drainage system. Should this drainage system be accepted by Centerville City as a City responsibility, said funds will be transferred to Centerville City. It is understood that said funds belong to Meadowlands II Subdivision as a whole and will be used only for the maintenance of said drainage system, until such time, if ever, Centerville City accepts said drainage system these funds shall be under the responsibility of the treasurer of The Homeowners Association as a pledged account.

Each lot will be provided a lateral for this subsurface drainage

system.

§ 1042440 § 1626 § 1109

16. Assessment of Annual Maintenance Fee. The Meadowlands II Subdivision Homeowners Association shall be responsible for the exclusive management, control and maintenance of the subsurface drainage system serving the subdivision. An annual fee shall be assessed on all property located within the Subdivision in an amount sufficient to cover on-site and off-site maintenance of the sub-drain system and related parts thereof serving the Subdivision. Each lot owner by acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with The Meadowlands II Homeowner Association to pay all assessments made for the purposes of providing maintenance of the subsurface drain system serving the Subdivision.

All sums assessed a lot owner within the Subdivision pursuant to the provision hereof, together with the interest thereon as provided in these protective covenants shall be secured by a lien on such lot in favor of the Meadowlands II Homeowners Association. To evidence a lien for sums assessed pursuant to this section, the Meadowlands II Homeowners Association may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the lot owner and description of the lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Meadowlands II Homeowners Association and may be recorded in the office of the Davis County Recorder, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. (Other assessments may be made to cover the common expenses of the lot owners in the subdivision).

Subsurface drainage system assessments shall be assessed for those portions of the subsurface drainage system serving the subdivision which are located in public streets or dedicated public rights-of-way. Each lot owner shall be solely responsible for maintenance of the subsurface drainage facilities on or beneath said lot owner's lot.

17. Hazard Insurance. Each homeowner shall at all times maintain a hazard insurance policy.

#### PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. The ACC is composed of the following representatives:

The developer - H. Ernie Smith, Chairman  
The subdivider - Scott M. Brubaker  
Neighborhood Member -  
Neighborhood Member -  
Neighborhood Member -

E 1042460 E 1626 P 1110

2. Procedure. Election of a new committee by vote of all lot owners shall take place after completion of the sale and closing of all lots. The terms of the committee members shall be for the term of 2 years or until a successor is duly elected and qualified, whichever is later. After initial appointment, committee members may be elected by a majority of the persons owning lots in the above described real property, with each lot to have one vote per committee member. When more than one person holds ownership interest in any lot, the vote for such lot shall be exercised as the owners of the lot determine, but in no event shall more than one vote be cast with respect to any lot. In the event of a tie vote, a coin toss shall be conducted in order to determine the new committee member. Interpretation of the architectural covenants which affect the external appearance of any building or structure or any lot shall be the prerogative of the ACC. The committee's approval or disapproval as required in these covenants shall be in writing. Plans specifications, including exterior color and material proposals, shall be submitted to the committee in duplicate and one approved set shall be returned to the lot owner. The ACC shall be substantially governed by the Building and Zoning Ordinances of Centerville, Utah except where stricter.

In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval shall be deemed to have been fully complied with.

#### PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. The ACC or any owner of any property described hereinabove shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and changes now or hereafter imposed by the provisions of this statement. In addition to remedies at law or in equity, the ACC may abate any nuisance or correct any violation hereunder

and the individual lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to the ACC or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances. Failure by the ACC or by any property owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 26<sup>th</sup> day of May, 1993.

MEADOWLANDS II PARTNERSHIP

By [Signature]  
H. Ernie Smith, Partner

By [Signature]  
Scott M. Brubaker, Partner