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Entry No. 160194	Book M 143
RECORDED 10-12-79	at 2:32 M Page 377-83
REQUEST of	WESTERN STATES TITLE
FEE	WANDA Y. SPENCER, SUMMIT CO. RECORDER
10.00	By <i>Wanda Y. Spencer</i>
INDEXED	ABSTRACT

5-2994

ARTICLES OF INCORPORATION

of

WINDRIFT CONDOMINIUMS OWNER'S ASSOCIATION, INC.
(A Utah Nonprofit Corporation)

I, HARRY REED, the undersigned natural person over the age of 21 years, whose address is P.O. Box 1330, Park City, Utah 84060, acting as incorporator of a nonprofit corporation under the Utah Nonprofit Corporation and Cooperative Association Act [§§16-6-18 through 16-6-111, Utah Code Annotated (1953)], hereby adopt these Articles of Incorporation for such corporation.

The name of the corporation is WINDRIFT CONDOMINIUMS OWNER'S ASSOCIATION, INC. The corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

I. DEFINITIONS

When used in these Articles the following terms shall have the meaning indicated:

1. Articles shall mean and refer to these Articles of Incorporation of Windrift Condominiums Owner's Association, Inc.
2. Association shall mean and refer to Windrift Condominiums Owner's Association, Inc., the Utah nonprofit corporation which is created by the filing of these Articles.
3. Member shall mean and refer to every person who holds membership in the Association.
4. Declarant shall mean and refer to Windrift, a Utah partnership.
5. Property shall mean and refer to the entirety of the tract of real property situated in Summit County, State of Utah, and more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.
6. Map shall mean and refer to the Record of Survey Map covering the Property, entitled Windrift Condominiums, a Utah condominium project, executed and acknowledged by Declarant on the 26th day of SEPTEMBER, 1979, prepared and certified to by J. J. Johnson (a duly registered Utah Land Surveyor), and filed for record in the office of the County Recorder of Summit County, Utah on or about the date that these Articles are filed with the office of the Secretary of State of Utah.
7. Declaration shall mean and refer to the instrument entitled "Condominium Declaration for Windrift Condominiums, a Utah condominium project," executed and acknowledged by Declarant on the 26th day of SEPTEMBER, 1979, and filed for record in the office of the County Recorder of Summit County, Utah concurrently with the filing of the Map.
8. Unit shall mean and refer to any of the 48 units shown or to be shown on the Map, as defined in the Declaration.
9. Common Areas shall mean and refer to that part of the Property which is not included within the Units, including all improvements other than utility lines now or hereafter constructed or located

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thereon, and including all Limited Common Areas as the same are defined in the Declaration and identified on the Map.

10. Owner shall mean and refer to the person, whether one or more, who is the owner of record (in the office of the County Recorder of Summit County, Utah) of a fee or an undivided fee interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, otherwise administering, enforcing, and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Section 16-6-22, Utah Code Annotated (1953).

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article II; (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Directors, or officers or any other person; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. 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. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

2. Voting Rights. The vote attributable to and exercisable in connection with a Unit shall be the fraction of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Unit to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of

Summit County, Utah. The Association may for all purposes act and rely on the information concerning Members and Unit ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Summit County, Utah. The address of a Member shall be deemed to be the address of the Member's Unit unless the Association is otherwise advised in writing.

IV. MEMBERS MEETINGS

1. Annual Meeting. The first annual meeting of the Members shall be held on the second Wednesday in November of 1980. Thereafter an annual meeting of the Members shall be held on the second Wednesday in November of each succeeding year. The time of the meeting shall be 7:00 p.m. If the day fixed for the annual meeting falls on a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. The purpose of the annual meeting shall be the election of Directors and the transaction of such other business as may come before the Members. If election of Directors is not held on the day designated herein for an annual meeting, the Board of Directors shall cause such election to be held at a special meeting of the Members as soon thereafter as is convenient.

2. Special Meetings. A special meeting of the Members for any purpose or purposes may be called by the President, by the Board of Directors, by the Declarant so long as it is an Owner of a Unit, or by Members who own in the aggregate at least one-third of the undivided interest in the Common Areas and Facilities.

3. Place of Meeting. The Board of Directors may designate any place within the State of Utah as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the principal office of the Association in Summit County, Utah.

4. Notice. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid within the required time period to the person who appears as a Member, at the latest address for such person appearing in the records of the Association at the time of mailing.

5. Quorum. Except as otherwise provided in these Articles, in the Declaration, or by law, those Members present in person or by proxy shall constitute a quorum at any meeting of the Members.

6. Proxies. At any meeting of the Members a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven (11) months from the date of its execution.

7. Cumulative Voting. At each election for Directors the vote attributable to a Unit may be accumulated by the Member or Members entitled to cast the same by giving one candidate as many votes as the number of Directors to be elected multiplied by the vote concerned shall equal, or by distributing the total vote so determined among any number of candidates. A plurality shall be sufficient for the election of a candidate.

8. Necessary Vote. Except as concerns the election of Directors and except with respect to those proposals which under these

Articles, under the Declaration, or by law require a greater proportion for adoption, the affirmative vote of a majority of all votes which Members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

V. BOARD OF DIRECTORS

1. Number, Tenure, and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals. Any change in the number of Directors may be made only by amendment of these Articles. Except for the initial Directors named in subsection 2 of this Article V, directors must be Members of the Association. Each Director shall hold office until the next annual meeting of the Members and until his successor has been duly elected and qualifies.

2. Initial Board. The persons who are to serve as Directors until the first annual meeting of Members are as follows:

<u>Name</u>	<u>Address</u>
John Prince	29 East Second South Salt Lake City, Utah 84111
Harry Reed	P.O. Box 1330 Park City, Utah 84060
Stephen M. Schirf	P.O. Box 1330 Park City, Utah 84060

Notwithstanding the foregoing, until the annual meeting of the Association in November, 1980, or until Declarant is not a Member (having conveyed all Units owned by it), Declarant shall have the right to appoint four of the seven Directors.

3. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this Section immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and any place for the holding of additional regular meetings without notice other than such resolution.

4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling a special meeting of the Board may fix any place as the place for holding such meeting.

5. Notice. Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all Directors at least three (3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid at least three (3) business days before the meeting date to each Director at his business address. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

6. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by law.

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7. Vacancies. Subject to the limitation in Section 2 of this Article V, any vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Directors, even though such remaining Directors constitute less than a quorum. A Director thus selected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

8. Compensation. The Board may provide by resolution that the Directors shall be paid their expenses, if any, of attendance at each meeting of the Board.

VI. OFFICERS

1. Number and Qualifications. The Officers of the Association shall be a President, a Vice-President and a Secretary-Treasurer, which shall constitute the Management Committee of the Association. Except for the initial members of the Management Committee named in Article XII of the Declaration, officers must be members of the Association (or officers or agents of members of the Association which are corporations or partnerships).

2. Tenure. The Officers of the Association shall be the members of the Board of Directors. Each Officer shall hold office until his successor has been duly elected and qualifies or until he is removed.

3. Vacancies. A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Directors for the unexpired portion of the term of the person previously in office.

4. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. If the President is not present, then the Vice-President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other Officer of the Association authorized by the Board of Directors, may sign any deeds, mortgages, contracts, or other instruments which the Board of Directors has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Directors.

5. Vice-President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-President shall perform all of the duties of the President. When so acting he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Directors.

6. Secretary-Treasurer. The Secretary-Treasurer shall keep minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Articles, the Declaration, and law and shall maintain the membership list required by these Articles. If required by the Board of Directors, the Secretary-Treasurer shall give a bond for the faithful discharge of his duties in

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such sum and with such surety or sureties as the Board shall determine. The Secretary-Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

8. Compensation. Officers shall receive no compensation for their services, but may be reimbursed from Association funds for expenses reasonably incurred in the performance of their duties.

VII. MISCELLANEOUS

1. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, 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. Employment of the Manager shall be subject to the limitations stated in Article XII(g) of the Declaration.

2. Principal Office. The principal office of the Association shall be located in Summit County, Utah. The address of the initial principal office of the Association is as follows:

3. Amendment. Any amendment to these Articles shall require: (i) the affirmative vote of at least two-thirds (2/3) of the undivided ownership of the Common Areas and Facilities; and, so long as Declarant is a Member of the Association, the written consent of Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Secretary of State of Utah of appropriate articles of amendment executed by the President or Vice-President of the Association and, if required, by the Declarant.

4. Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding. The following additional provisions shall govern any application of this Section 4.

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 5 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following

sentence, any change in ownership of a Unit which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Unit are secured, the consent of none of such Members shall be effective.

5. Bylaws and Resolutions. The Board of Directors may adopt, amend, and repeal Bylaws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, or law.

6. 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 Declaration and should be read and construed in light of that fact and liberally so as to effect all of the purposes of both instruments. To the extent the provisions of the Utah Nonprofit Corporation and Co-operative Association Act [§§16-6-18 through 16-6-111, Utah Code Annotated (1953)] and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

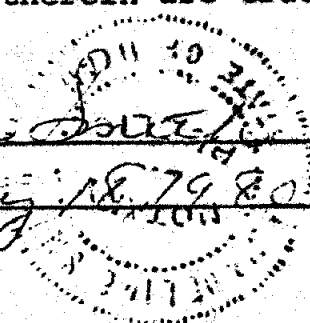
DATED this 26 day of September, 1979.

Harry Reed

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 26 day of September, 1979, personally appeared before me HARRY REED, who being by me duly sworn, declared that he is the person who as incorporator signed the foregoing Articles of Incorporation of Windrift Condominiums Owner's Association, Inc., and that the statements contained therein are true and correct to the best of his knowledge.

A. Madeline Smith
Notary Public
Residing at: May 18, 1980



My Commission expires:

May 18, 1980