

AMENDED & RESTATED ARTICLES OF INCORPORATION
OF GRANDVIEW FARM CONDOMINIUM

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

RECITALS:

(A) On or about May 13, 1985, the Articles of Incorporation of Grandview Farm Condominium were filed with the Utah Secretary of State.

(B) Owners of record, holding not less than a majority of the total voting power of the Association, provided their consent to the filing of these Articles.

M. Steven Andersen and Nancy Campbell, of the Board, hereby certify that the above described approval was obtained accepting and approving the filing of these Articles, with the last necessary approval being received on May 22, 2017.

Nancy Campbell

Board Member

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Board Member

ARTICLE ■

NAME & PRINCIPAL PLACE OF BUSINESS

1.1 The name of the nonprofit corporation remains Grandview Farm Condominium, Inc. (hereinafter "the Association").

1.2 The principal place of business for the Association is located at 1756 Cobblestone Drive, Provo, Utah, 84604.

ARTICLE II

DURATION

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

ARTICLE III

POWERS AND PURPOSES

3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of these Articles, the Bylaws, and the Declaration, as they may be amended, and otherwise administering any Common Areas and generally providing for and promoting the recreation, health, safety, and welfare of members of the Association.

3.2 Powers. The Association shall have all of the powers conferred upon it by these Articles, the Bylaws and 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 the Utah Revised Non-Profit Corporation Act and Condominium Ownership Act.

3.3 Non-Profit. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III, no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of the net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers.

ARTICLE IV

DEFINITIONS

4.1 All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Grandview Farm Condominium recorded in the Official Records of the Utah County Recorder's Office on _____, as Entry No. _____ (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided. The term "Bylaws" shall mean and refer to the Amended & Restated Bylaws of Grandview Farm Condominium, a Utah nonprofit corporation (the "Association") recorded in the Official Records of the Utah County Recorder's Office on _____, 2017, as Exhibit C to the Declaration. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and these Articles of Incorporation.

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 Information. The Association may for all purposes act and rely on the information concerning Members and Unit ownership, which is provided by Members or, at its option, the Association may act and rely on current ownership information respecting any Unit which is obtained from the office of the County Recorder of Utah County, Utah. 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

ASSESSMENTS

6.1 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 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

REGISTERED OFFICE AND REGISTERED AGENT

7.1 The name and address of the registered agent of the Association are as follows: United West Title Insurance Agency, Inc., 961 South Orem Blvd Orem UT 84058. By signing below, the undersigned, whose address is set forth hereinabove, accepts appointment as the registered agent.

United West Title Insurance Agency, Inc.

By:

Lee Francis, President

ARTICLE VIII

APPOINTMENT OF BOARD OF DIRECTORS

8.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association. The Board or Board of Directors may also be referred to as the Management Committee.

8.2 The Association shall have one class of membership.

ARTICLE IX

BOARD OF DIRECTORS

9.1 Current Board. As of the date of the filing of these Articles, the following individuals are serving as the Board of Directors:

1. M. Steven Andersen, 1754 Cobblestone Drive, Provo, Utah 84604
2. Theresa R. Jenson, 1749 Cobblestone Drive, Provo, Utah 84604
3. Chris Laycock, 1757 Cobblestone Drive Provo, Utah 84604
4. Nancy Campbell, 1793 Cobblestone Drive, Provo, Utah 84604
5. Larry Johnson, 1795 Cobblestone Drive, Provo, Utah 84604

ARTICLE X

MISCELLANEOUS

10.1 Dissolution. Upon dissolution, the assets of the Association shall be distributed in accordance with the Declaration and Utah Condominium Ownership Act.

10.2 Manager. The Association may (but is not obligated to) carry out through a managing agent any of its functions which are properly authorized by these Articles, Bylaws or Declaration. Any managing agent shall be an independent contractor and not an employee of the Association. 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.

10.3 Amendment. Any amendment to these Articles shall require the affirmative vote, or written consent, of at least fifty-one percent (51%) of the total membership of the Association.

10.4 Resolutions & Rules. The Board may adopt, amend and repeal resolutions and rules for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, Bylaws or applicable Utah law.

10.5 Interpretation. 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 & Bylaws and should be read and construed in light of that fact and liberally construed so as to affect all of the purposes of all three instruments.

10.6 Limitation on Liability. The Directors, Officers and Members of the Association shall not be held personally liable for the debts and obligations of the Association.

Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this (p_ day of \J — ,2017, personally appeared before me M. Steven Andersen, who being by me duly sworn, did say that he/she is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

otary Public

LEE FRANCIS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 684071
COMM. EXP. 08-18-2019

Grandview Farm Condominium

By: Theresa R. Jenson
Its: Board Member

STATE OF UTAH

: ss

COUNTY OF UTAH)

On this 15th day of July 2017, personally appeared before me Theresa R. Jenson, who being by me duly sworn, did say that he/she is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

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SHARLA JOHNSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 688901
COMM. EXP. 05-05-2020

Notary Public /

Grandview Farm Condominium

By: **Chris Laycock** </
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this ^{frÿctay} of 2017, personally appeared before me Chris Laycock, who being by me duly sworn, did say that he/she is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

LEE FRANCIS
NOTARY PUBLIC-STATE OF UTAH
 SION# 634071
COMM. EXP. 08-18-2019

Notary

Grandview Farm Condominium

By: Nancy Campbell
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this {g/jiay of 4] 2017, personally appeared before me Nancy Campbell, who being by me duly sworn, did say that he/she is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

otary Public

LEE FRANCIS
NOTARY PUBLIC-STATE OF UTAH
 MISSION# 684071
COMM. EXP. 08-18-2019

Grandview Farm Condominium

V,
By: Larry Johnson
Its: Board Member

STATE OF UTAH

: ss

COUNTY OF UTAH

On this day of **June** 2017, personally appeared before me Larry Johnson, who being by me duly sworn, did say that he/she is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

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Notary Public

KAREN WEEKS
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires August 1, 2019
COMMISSION NUMBER 684011