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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WEST VALLEY CITY  
 3600 CONSTITUTION BLVD  
 WVC UT 84119-3720  
 BY: SEM, DEPUTY - WI 4 P.

**ARTICLES OF ORGANIZATION  
 ACORD MEADOW  
 HOME OWNERS ASSOCIATION**

We, the undersigned persons, do hereby adopt the following Articles of Organization for the purpose of forming a Utah Limited Liability Company.

1. Name. The name of the Company shall be **ACORD MEADOWS HOA, L.L.C.**
2. Duration. The Company shall continue for a term of 30 years. At the end of said term, the Company shall wind up its affairs unless (1) the term set forth above is extended by mutual agreement of all Members and (2) the Articles of Organization are amended to reflect the extended term of the Company as required by Utah law.
3. Business Purpose. The Company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized.
4. Registered Agent. The Company shall continuously maintain an agent in the State of Utah for services of process whom is an individual residing in said state. The name and mailing address of the initial registered agent shall be Demar Egbert, 1224 E. Pandoray Circle, Salt Lake City, UT 84117.

ACCEPTANCE OF APPOINTMENT:

  
 Demar Egbert

The Director of the Division of Corporations and Commercial Code of the Department of Commerce for the State of Utah is appointed the registered Agent of the company for service of process if the registered agent has resigned, the registered agent's authority has been revoked, or the registered agent cannot be found or served with the exercise of reasonable diligence.

Principal Place of Business. The principal place of business of the limited liability company shall be **1224 E. PANDORAY CIRCLE, SALT LAKE CITY, UT 84117**

5. Members. The names and street addresses of the individual ("Members") who shall constitute the initial Members of the Company are as follows:

DEMAR EGBERT  
 1224 E. Pandoray Cir.  
 Salt Lake City, UT 84117

6. Management. The Company shall have Centralization of Management. The Company is to be managed by a sole General Manager until the first actual meeting of the Members, at which time the Members shall elect and appoint a Manager. Until that time, Demar Egbert shall be appointed as manager for the Company.

The Company shall be managed pursuant to the terms of the Operating Agreement, or any amendments thereto.

7. Records. The Company shall keep at its principal place of business all records required to be maintained by the Company pursuant to Section 48-2b-119 of the Utah Code Annotated, which records include, but are not limited to, the following:
  - 8.1 A current list, in alphabetical order, of the names and know street addresses of each member.
  - 8.2 A copy of the stamped Articles of Organization and all amendments to the articles thereto.
  - 8.3 Copies of all tax returns and financial statements of the Company for the past three years.
8. Contributions. No member shall be obligated to make any contribution to the Company except those specifically set forth in the Operating Agreement adopted by the Members of the Company.
9. Admission of Additional Members. Additional Members may be admitted only upon unanimous written agreement of all Members.
10. Restriction of Transferability of Interest. Free transferability of interest does not exist. Members shall be restricted in his/her ability to transfer his/her interest in the Company.
11. Return of Capital / Distribution of Profits. A Member's right to the return of capital shall be determined from the Company's books, as of the effective date of sale of the property and the termination of the Company, based upon generally accepted accounting practices. Members agree to share income and surplus according to the percentage of their ownership in the Company. Withdrawal of Members shall be governed and subject to the limitations of the Utah Limited Liability Company Act, Utah Code Ann., Sections 48-2b-101 through 48-2b-156.
12. Dissolution. This Company may be dissolved with the written consent of all its Members.
13. Annual Report. The Company shall file all annual reports required by Utah Law during the month of its anniversary date of formation as required by Section 48-2b-120, Utah Code Annotated.
14. Amendments. The Articles of Organization shall be amended from time to time as required by Section 48-2b-121, Utah Code Annotated.
15. Limitation of the Liability. No Member shall be liable for the debts and obligations of the Company.

16. Percentage of the Company. The Company, including profits and losses, is shared, as undivided interests, as follows:

DEMAR EGBERT . 100.00%

17. Distributions. The manner of distribution of profits and losses of Members shall be established and agreed to in writing by all members, unless provided herein. In the event any sums are distributed by the Company, the amount of said distributions shall be made pro rata to each Member based upon his account balance immediately prior to the date of the distribution. Date of distribution shall be established and agreed to in writing by all Members.

18. Loans. A Member may loan to the Company. Unless agreed by all Members in writing, said loan(s) shall bear interest at the rate of (10%) per annum or four percent (4%) over PRIME, whichever is greater, and a (0%) zero-point origination. The Company shall be solely liable for the repayment of the said obligation unless otherwise set forth in an appropriate debt instrument or Letter of Understanding or Intent.

19. Tax Classification. The intention of the Members is to have the Company treated as a partnership for federal and state income tax purposes on the basis that the Company has the following characteristics:

20.1.1 The Company shall provide limited liability to its Members.

20.1.2 The Company shall have centralization of management.

20.2 Partnership Characteristics. The Company has the following partnership characteristics:

20.2.1 The interests owned by the Members are not freely transferable as provided herein.

20.2.2 The Company has a limited duration of existence in that the Company will be dissolved after 30 years, unless that period is extended by mutual written agreement of all Members. In additions, the Company shall dissolve following the death, resignation, bankruptcy, or dissolution of a Member or occurrence of any other event that terminated the continued membership of the Company holding a majority interest vote to elect to continue the business within 90 days after an event of dissolution.

21. Use of Name. In the event the Company is dissolved, the remaining Members may form a new Utah Limited Liability Company and use the name of the Company as set forth in its Articles of Organization.

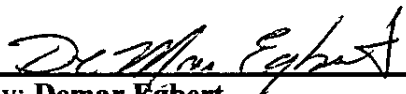
22. Operating Agreement. The Members shall enter into an Operating Agreement which shall set forth additional terms and conditions relating to the management, operation and ownership of the Company.

23. Arbitration. Any controversy or claim arising out of or relating to these articles, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and binding upon the parties, subject to rights pursuant to the Utah Arbitration Act as set out in the Utah Code, sections 78-31a-1 through 78-31a-20.
24. Signatures. All Members of the Company shall sign these Articles or Organization.

IN WITNESS THEREOF, this Agreement has been executed on this the 16 day of September, 2004. By their signatures below, said Members do hereby affirm that they have Read the foregoing Agreement and are familiar with its contents and that they do hereby Verify the truthfulness thereof.

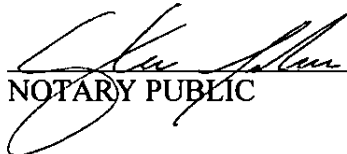
**DEMAR EGBERT**  
1224 E. Pandoray Cicle  
Salt Lake City, UT 84117

**MANAGER:**

  
By: **Demar Egbert** (

(COUNTY OF SALT LAKE )

On this 16 day of SEPT., 2004 personally appeared before me **Demar Egbert, MANAGER OF ACORD MEADOWS HOA, LLC** Signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC

