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RICHARD T. MAUGHAN  
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**AMENDMENT**

**DISSOLVING & TERMINATING**

**JESSI'S MEADOW**

**HOME OWNERS ASSOCIATION**

April 2014

**AMENDMENT**  
**DISSOLVING & TERMINATING**  
**JESSI'S MEADOW**  
**HOME OWNERS ASSOCIATION**  
(2014)

This Amendment Dissolving & Terminating Jessi's Meadow Homeowners Association ("Dissolution Amendment") is made and executed on the date shown below by the owners of property within the Jessi's Meadow Home Owners Association, Inc. ("Association") after having been voted upon and approved by the members of the Association and by the lot owners in Jessi's Meadow P.U.D. Subdivision ("Jessi's Meadow").

**RECITALS**

WHEREAS, the Association was originally created by recording the "Declaration of Covenants, Conditions and Restrictions of Jessi's Meadow" ("Enabling Declaration"), in the Davis County Recorders Office, on September 8, 2000, in Book 2689, beginning on page 1010 as entry #1612385, and the Association was formally incorporated as a not for profit corporation of July 31, 2008; and

WHEREAS, the Enabling Declaration was amended and restated by the "Declaration of Homeowners Association and Protective Covenants of Jessi's Meadow P.U.D. Subdivision" ("2000 Amended Declaration"), recorded in the records of Davis County, Utah, on October 3, 2000, in book 2698, beginning on page 1017 as entry #1616841; and

WHEREAS, the 2000 Amended Declaration was amended and restated by the "Declaration of Homeowners Association and Protective Covenants of Jessi's Meadow P.U.D. Subdivision" (2010 Amended Declaration"), recorded in the records of Davis County, Utah, on April 26, 2010, in book 5011. Beginning on page 400 as entry #2524637; and

WHEREAS, the lots that are subject to this Dissolution Amendment are located in Davis County, State of Utah, as specifically identified in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, there exist four (4) parcels of real property within or contiguous to Jessi's

Meadow which are owned by and in which title is vested in West Bountiful City (the "City's Parcels"). The City Parcels are identified on the Jessi's Meadow plat maps on record at Davis County and are further identified by the following land serial numbers: 06-192-0041; 06-192-0042, 06-192-0043 and 06-192-0044. In the past the City Parcels have been maintained by the Association; and

WHEREAS, the lots owners and the Association do not own the City Parcels and receive little if any benefit from the City Parcels, therefore the lots owners are not willing to maintain the City Parcels at the lot owners' expense; and

WHEREAS, the Jessi's Meadow lot owners desire to dissolve the Association and remove all covenants and restrictions currently encumbering their lots, including, but not limited to the covenants and restrictions contained in the 2010 Amended Declaration, the 2000 Amended Declaration and the Enabling Declaration.

NOW THEREFORE, to accomplish the owners' objectives, the Association hereby votes to dissolve the Association and to rescind, remove and vacate the Articles of Incorporation, the Enabling Declaration, the 2000 Amended Declaration, the 2010 Amended Declaration and the Association Bylaws (together called the "Governing Documents") recorded against the lots located in Davis County, Utah, known as Jessi's Meadow P.U.D. If there is any conflict between this Dissolution Amendment and the Governing Documents, this document shall control.

This Amendment shall become effective upon recording.

## **DISSOLUTION AND RECISION**

### **ARTICLE I DISSOLUTION OF ASSOCIATION**

- 1.1 **Dissolution.** The dissolution of Jessi's Meadow Home Owners Association, Inc. is hereby approved. The Association's board is approved to take any and all action to wind up and dissolve the Association. The Association shall no longer have power to make decisions or to enforce any covenant or restriction relative to lots or property within Jessi's Meadow.

### **ARTICLE II RECISION OF GOVERNING DOCUMENTS**

- 2.1 **Recision.** The Governing Documents of Jessi's Meadow Home Owners Association, Inc. are hereby revoked and rescinded. No lot owner within Jessi's Meadow or any member of the Association shall hereafter be bound by any of the Governing Documents, and no owner, Association, or any other entity shall have the power to enforce any of the Governing Documents.

- 2.2 **No Homeowners Association.** Upon the recording of this Dissolution Amendment and upon dissolution of the Association, there will be no entity to care for any of the property that has been cared for in the past by the Association. The 2010 Amended Declaration states that the purpose of the Association was to care for and maintain the City's Parcels (including specifically "the landscaped shoulders of Jessi's Meadow Way (900 North), Jessi's Meadow Circle (700 North) and Jessi's Meadow Drive (1255 West), which wind through the subdivision"), and also that the Association had the "the responsibility for the care, maintenance, and upkeep of the bridle path which borders the roadway on both sides throughout the subdivision," and that the Association had "the responsibility for the care, upkeep, and cleaning of the underground perimeter drain system." Upon dissolution, the lot owners acknowledge that none of the services previously provided by the Association will be provided, that the lot owners will have no obligation to pay any assessments to the Association, and that the responsibility to care for the property described in this paragraph, if any, shall be each lot owner's sole responsibility.

### ARTICLE III MISCELLANEOUS

- 3.1 **Bridle Path.** As a result of this Dissolution Amendment, there will exist no Association to collect assessments or to maintain the existing bridle path. A portion of the bridle path is placed on or cross each owner's lot, and a portion of the bridle path is placed on or be within the City of West Bountiful's existing right-of-way. Consequently, each lot owner within Jessi's Meadow understands, acknowledges and agrees to the following:
- a. Upon dissolution of the Association, individual lot owners shall be responsible to individually pay for all expenses associated with maintenance, repair or replacement of the bridle path, unless otherwise provided by City ordinance; and
  - b. No representations of any kind whatsoever have been made by the Association to the lot owners regarding any maintenance requirements or lack of maintenance requirements associated with the bridle path; and
  - c. Each lot owner willingly assumes any and all liabilities and risks associated in any manner with maintenance or non maintenance of the bridle path on their lot.
- 3.2 **City's Parcels.** The City, which owns the City's Parcels, has represented that the City will not maintain the City's Parcels if the Association dissolves and no longer maintains the City's Parcels. The lot owners acknowledge and agree that if the City of West Bountiful fails to maintain the City's Parcels, the City's Parcels may not be maintained at all and may become an eyesore or nuisance.
- 3.3 **No Architectural Standards.** Upon dissolution of the Association and recision of the Governing Documents, there will no longer be any architectural controls or standards to

regulate the placement, size or appearance of buildings within Jessi's Meadows. After dissolution of the Association and recision of the Governing Documents, city ordinances will regulate the property.

- 3.4 **Distribution of Association Funds.** The Governing Documents are hereby amended to authorize the distribution of any remaining Association funds to the members. The Association has collected fees from lot owners over a period of years, which funds were collected solely for the purpose of paying to operate the Association and to maintain property identified in Article 2.2 herein. Article XIV of the Association's Articles of Incorporation provide that, "Upon dissolution, the Association shall make distribution of income or assets to the Members, after satisfaction of all debts or obligations of the Association." The distribution to the members authorized herein is conferred as a benefit upon the members of the Association, which benefit is consistent with the purposes of the Association, which purposes are to permit members to use funds they each contributed to continue to maintain and care for the property that has been maintained by the Association prior to dissolution, but which now will be maintained by the members, and as specifically authorized in U.C.A. § 16-6a-1302 (1)(d). Each member, in exchange for the return of funds paid by the member to the Association, waives any claim the member has or might have had, to claim an interest in the City's Parcels or any use thereof. Since the purpose for which the funds no longer exists, the Association's funds will be returned to the members in proportion to their respective contributions, sixty days after the recording of this Dissolution Amendment.
- 3.5 **Written Agreement.** The signatures attached hereto constitute the consent by the lot owners and the written agreement of the record owners as required by the Governing Documents to amend and terminate the Association.


*[Signatures on Following Page]*

**CERTIFICATION**

It is hereby certified that this Dissolution Amendment has been consented to and approved by Unit Owners representing more than two-thirds of the lot owners at Jessi's Meadow Home Owners Association, and that two-thirds or more of the Owners at Jessi's Meadow have executed this Agreement as evidenced by the signatures contained in the attached pages, which signatures have been provided for the purpose of providing a recordable instrument evidencing their consent and approval. It is further certified that this Dissolution Amendment has been properly adopted according to the requirements of the Governing Documents.

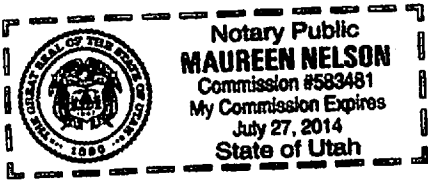
IN WITNESS WHEREOF, this 19 day of April, 2014.

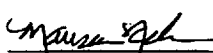
JESSI'S MEADOW HOME OWNERS ASSOCIATION

By   
Secretary

STATE OF UTAH            )  
  :SS.  
COUNTY OF DAVIS        )

On this 30 day of April, 2014, personally appeared before me Donna Taylor, who, being by me duly sworn, did say that she is secretary of the Jessi's Meadow Home Owners Association and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and she duly acknowledged to me she executed the same.



  
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Notary Public

**EXHIBIT "A"**

**Legal Description of Property No Longer Subject to the  
Governing Documents**

All of Lots 1 through 53, Jessi's Meadow PUD, Davis County, Utah.  
(06-192-0001 through 06-192-0053)

Excepting therefrom Lots 21, 22, 24, 25, 45-48, & 52 Jessi's Meadow PUD,  
Davis County, Utah.

Consent and Approval  
by Lot Owners within Jessi's Meadow Home Owners Association  
to the Dissolution Amendment.

Lot # 1 (DJ Properties LLC)	<u>Jauska Parkin for DJ Properties LLC</u> Lot Owner	<u></u> Lot Owner
Lot # 2 (Williams)	<u>[Signature]</u> Lot Owner	<u>[Signature]</u> Lot Owner
Lot # 3 (Jenson)	<u>[Signature]</u> Lot Owner	<u>Christine Jensen</u> Lot Owner
Lot # 4 (Montgomery Tr)	<u>Denise J Montgomery</u> Lot Owner	<u>Denise J Montgomery Trust</u> Lot Owner
Lot # 5 (Allen)	<u>Bryce Allen</u> Lot Owner	<u>Brenda Allen</u> Lot Owner
Lot # 6 (Cude)	<u>Jeff Cude</u> Lot Owner	<u>Michelle Cude</u> Lot Owner
Lot # 7 (Merkley)	<u>Stacy Merkle</u> Lot Owner	<u>Michelle Merkle</u> Lot Owner
Lot # 8 (Poulton)	<u>[Signature]</u> Lot Owner	<u>[Signature]</u> Lot Owner
Lot # 9 (Brown)	<u>[Signature]</u> Lot Owner	<u>Chen Brown</u> Lot Owner
Lot # 10 (Conant)	<u>Rejected Proposal</u> Lot Owner	<u></u> Lot Owner
Lot # 11 (Davis Tr)	<u>Daniel Davis &amp; Trisha Davis (Revocable Living Trust)</u> Lot Owner	<u></u> Lot Owner
Lot # 12 (Peterson)	<u>Megan M. Peterson</u> Lot Owner	<u>[Signature]</u> Lot Owner
Lot # 13 (Shaw)	<u>[Signature]</u> Lot Owner	<u>Val Shaw</u> Lot Owner
Lot # 14 (Harding)	<u>Melinda Harding</u> Lot Owner	<u>[Signature]</u> Lot Owner
Lot # 15 (Oniones)	<u>Stacy Oniones</u> Lot Owner	<u>[Signature]</u> Lot Owner





