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**ARTICLES OF INCORPORATION
OF
SOUTH HILLS POD 4 HOMEOWNERS ASSOCIATION, INC.**

A UTAH NONPROFIT CORPORATION

The undersigned, for the purpose of forming a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* (as amended from time to time, the "*Act*"), hereby adopts the following Articles of Incorporation and certifies as follows:

**ARTICLE 1
Corporate Name**

The name of the corporation is SOUTH HILLS POD 4 HOMEOWNERS ASSOCIATION, INC. (the "*Association*").

**ARTICLE 2
Purposes and Powers**

The Association is organized pursuant to and in connection with a certain Declaration of Covenants, Conditions and Restrictions for South Hills Pod 4, as the same may be amended from time to time (the "*Declaration*"), originally executed by Richmond American Homes of Utah, Inc., a Colorado corporation, as Declarant, and recorded in the official records of Salt Lake County, Utah. The powers of the Association shall be subject to the provisions of the Declaration. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

The Association, which is organized hereby as a Utah nonprofit corporation, has the following purposes and powers:

- (a) To manage, operate, insure, construct, improve, repair, replace, alter, and maintain the Common Areas, including but not limited to private roadways and any clubhouse or other similar recreational facility; and
- (b) To provide certain facilities, services, and other benefits to the Owners; and
- (c) To administer and enforce the covenants, conditions, restrictions, reservations, and easements created by the Declaration; and
- (d) To levy, collect, and enforce the assessments, charges, and liens imposed pursuant to the Declaration; and
- (e) To enter into agreements with other persons including, without limitation, easements, licenses, leases, and other agreements with or without the vote or consent of the Owners, mortgagees, insurers, or guarantors of mortgages, or of any other person, for facilities and services to serve and/or benefit the Association; and

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(f) To take any other action that it deems necessary or appropriate to protect the interests and general welfare of the Owners; and

(g) To execute and record, on behalf of the Owners, any amendment to the Declaration or the Plat, which has been approved by the vote or consent of the Owners necessary to authorize such amendment as set forth in the Declaration; and

(h) Subject to the foregoing, and unless expressly prohibited by law, the Declaration or the Association's Bylaws, the Association may: (i) engage in any other lawful act for which a nonprofit corporation may be organized under the Act; and (ii) take any and all actions that it deems necessary or advisable to fulfill its purposes; and

(i) Without limiting the generality of subsection (h) above, the Association may, but is not obligated to:

(i) acquire, sell, lease, and grant easements over, under, across and through the Community Areas, which are reasonably necessary to the ongoing development and operation of Wildflower;

(ii) borrow monies and grant security interests in the Community Areas and in the assets of the Association as collateral therefor;

(iii) make capital improvements, repairs, and replacements to the Community Areas; and

(iv) hire and terminate managers and other employees, agents, and independent contractors; and

(j) Unless expressly prohibited by law, the Declaration, or the Bylaws, the Association may: (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; and (ii) exercise any powers conferred upon it by the Act.

The foregoing purposes and powers are subject to the following limitations and restrictions:

(i) The Association shall be operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended or superseded; and

(ii) No part of the net earnings of the Association shall inure to the benefit of any Owner, except as expressly permitted in subsection (iii) below; and

(iii) The Association shall not pay any dividends. No distribution of the Association's assets to the Owners shall be made until all of the Association's debts are paid and then only upon the final dissolution of the Association as permitted in the Declaration and only in accordance with the terms and conditions of the Bylaws or pursuant to the Act.

ARTICLE 3

Registered Agent

The name and street address of the Association's noncommercial registered agent appointed pursuant to the Utah Model Registered Agents Act, Title 16, Chapter 17 of the Utah Code Annotated, as amended, are: CT Corporation System, 1108 E. South Union Avenue, Midvale, Utah, 84047.

ARTICLE 4
Incorporator

The name and address of the incorporator are as follows:

Richmond American Homes of Utah, Inc.
849 West Levoy Dr
Salt Lake City, Utah 84123

ARTICLE 5
Duration and Members

The Association shall have perpetual existence. The Association shall have voting members, and may have more than one class of membership, as provided in, and subject to, the Declaration. As more particularly provided in the Declaration, the members of the Association shall consist of all of the Owners of the Lots and membership in the Association shall be appurtenant to, inseparable from, and automatically transferred with, ownership of the Lots. The Association shall not issue any shares of stock evidencing membership.

ARTICLE 6
Voting

The voting of the members of the Association shall be as further set forth in the Declaration and the Bylaws.

ARTICLE 7
Bylaws

The initial Bylaws of the Association shall be adopted by the Board of Trustees of the Association (the "*Board*"). The Board shall have power to alter, amend, repeal, or modify the Bylaws from time to time. The Bylaws may contain any provisions for the regulation or management of the business and affairs of the Association that are not inconsistent with law, the Declaration, or these Articles of Incorporation.

ARTICLE 8
Board of Trustees

The business and affairs of the Association shall be managed, controlled, and conducted by the Board, except as expressly provided in the Act, the Declaration, these Articles, or the Bylaws.

ARTICLE 9
Limitations Upon Liability of Trustees and Officers

The trustees, officers, employees, and Members of the Association shall not be individually or personally liable in their capacity as trustees, officers, employees, and Members for the acts, debts liabilities, or obligations of the Association. The Association shall indemnify and may advance expenses to any person made a party to a proceeding because such individual is or was a trustee, officer, employee, fiduciary, or agent of the Association, to the greatest extent permitted under the Declaration, the Act, and other applicable law in effect from time to time. The Association shall maintain liability insurance to

insure against the foregoing indemnification obligations, in such amounts and with such companies as the Board may determine in its discretion from time to time. Any repeal or modification of this Article 9 shall be prospective only and shall not adversely affect any right or protection existing at the time of such repeal or modification.

ARTICLE 10
Amendment

These Articles may be amended, altered, repealed, modified, or changed only in compliance with Article XI of the Declaration and only in the same manner as amendments are permitted to the Declaration pursuant to Article XI of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Articles of Incorporation effective as of March 8th, 2018.

INCORPORATOR:

RICHMOND AMERICAN HOMES OF UTAH, INC.
a Colorado corporation

By: _____

Name: _____

Title: _____

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