

**ARTICLES OF INCORPORATION**  
**OF**  
**THE ROLLINS RANCH AT MOUNTAIN GREEN**  
**HOMEOWNERS ASSOCIATION, INC.**

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OF  
THE ROLLINS RANCH AT MOUNTAIN GREEN  
HOMEOWNERS ASSOCIATION, INC.

RECEIVED  
JUL 10 2007

Utah Div. Of Corp. & Comm. Code

The undersigned incorporator hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (as amended, the "Act") and adopts the following articles of incorporation (these "Articles").



**ARTICLE 1: NAME**

The name of the Corporation is The Rollins Ranch at Mountain Green Homeowners Association, Inc.

**ARTICLE 2: DURATION AND MEMBERS**

The Corporation shall have perpetual existence. The Owners of the Lots shall constitute the Members of the Corporation. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Member has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

**ARTICLE 3: REGISTERED OFFICE AND AGENT**

The address of the registered office of the Corporation is 1513 N Hill Field Rd, Ste 1, Layton, UT 84041-2273. The Corporation's registered agent at such address is Rollins Ranch, LLC, a Utah limited liability company.

**ARTICLE 4: DEFINITIONS**

4.1 "**Association**" means The Rollins Ranch at Mountain Green Homeowners Association, Inc., a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in the Declaration.

4.2 "**Declarant Control Period**" means the period commencing on the date on which the Declaration was recorded and ending upon the termination of Declarant's Class B Membership pursuant to the terms and conditions set forth in the Declaration.

4.3 "**Declaration**" means the Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green, as the same may be amended from time to time, recorded in the office of the Morgan County Recorder.

4.4 "**Director**" means a member of the Management Committee.

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4.5 **“Members”** means the Owners of the Lots.

4.6 **“Officers”** means such officers as the Management Committee may appoint to assist the Management Committee in managing the business and affairs of the Association.

4.7 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

## **ARTICLE 5: PURPOSES**

5.1 **Purposes.** The Association, which is organized as a nonprofit corporation, has the following purposes:

(a) to manage, operate, insure, construct, improve, repair, replace, alter, and maintain the Common Areas;

(b) to provide certain facilities, services, and other benefits to the Members;

(c) to administer and enforce the covenants, conditions, restrictions, reservations, and easements created by the Declaration;

(d) to levy, collect, and enforce the assessments, charges, and liens imposed pursuant to the Declaration;

(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 Members or of any other Person, for facilities and services that serve the Association;

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

(g) to regulate and manage the Property; and

(h) to execute and record, on behalf of all Members, any amendment to the Declaration or the Plats which has been approved by the vote or consent necessary to authorize such amendment.

5.2 **Powers.**

(a) Unless expressly prohibited by law, the Declaration, or the Bylaws, the Association may (1) take any and all actions that it deems necessary or advisable to fulfill its purposes; (2) exercise any powers conferred on it by the Act, the Declaration, or the Bylaws; and (3) exercise all powers that may be exercised in Utah by nonprofit corporations.

(b) Without in any way limiting the generality of Section 5.2(a) above, the Association may, but is not obligated to:

(1) to the extent not provided by a public, quasi-public, or private utility provider, provide certain facilities and services to the Members, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable and/or satellite television, and other utility services, (C) parking facilities, and (D) trash collection facilities and services for residential purposes only;

(2) acquire, sell, lease, and grant easements over, under, across, and through the Common Areas that are reasonably necessary to the ongoing development and operation of the Property;

(3) borrow money and grant security interests in the Common Areas and in the assets of the Association as collateral therefor;

(4) make capital improvements, repairs, and replacements to the Common Areas; and

(5) hire and terminate managers and other employees, agents, and independent contractors.

### **5.3 Restrictions on Purposes and Powers.**

The purposes and powers of the Association described in Sections 5.1 and 5.2 above are subject to the following limitations:

(a) The Association shall be organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.

(b) No part of the net earnings of the Association shall inure to the benefit of any Member, except as expressly permitted in Section 5.3(c) below with respect to the dissolution of the Association.

(c) The Association shall not pay any dividends. No distribution of the Association's assets to Members 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. Upon payment of all of the Association's debts and final dissolution, any remaining assets of the Association shall be distributed among the Members in accordance with the terms and conditions of the Bylaws or in accordance with the Act.

## **ARTICLE 6: VOTING**

### **6.1 Voting.**

(a) Votes attributable to each Lot may be voted in connection with issues presented to the Members for vote, whether participating in a meeting in person, by proxy or by written ballot in accordance with the Bylaws.

(b) Members shall be entitled to one (1) vote for each Residence on each Residential Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Residence.

(c) If the Owners of a Lot cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Residence, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Lot, unless objection thereto is made by an Owner of that Lot (1) to the person presiding over the meeting at the time the vote is cast; or (2) in the case of a written ballot, in writing to the Management Committee and received by the Management Committee no later than the time by which a ballot must be received by the Corporation in order to be counted. If more than the number of allocated votes is cast for any particular Lot, none of such votes shall be counted and all of such votes shall be deemed null and void other than to determine whether a quorum exists.

#### **ARTICLE 7: MANAGEMENT COMMITTEE**

##### **7.1 Management Committee.** Subject to Section 7.2:

(a) Except as otherwise provided in the Act, the Declaration, these Articles, and the Bylaws, the business and affairs of the Association shall be controlled, conducted, and managed by the Management Committee and by such Officers as the Management Committee shall elect or appoint in accordance with the Bylaws.

(b) The Management Committee may act on behalf of the Association in all cases, except to: (1) amend or terminate the Declaration; (2) terminate the Association; (3) elect Directors, other than to fill a vacancy for the unexpired portion of any Director's term; or (4) determine the number, qualifications, powers, duties, or terms of office of Directors.

(c) The Management Committee shall consist of two Directors from each Neighborhood within the Development. The two Directors from each Neighborhood shall be elected by the Owners of Lots within that Neighborhood. Terms of office of Directors shall be as set forth in the Bylaws.

**7.2 Declarant Control Period.** During the Declarant Control Period, and notwithstanding anything to the contrary in Section 7.1, the Management Committee shall consist of three (3) Directors, who shall be appointed by Declarant and shall serve until replaced by Declarant or until their successors take office at the Turnover Meeting, whichever occurs earlier. The names and addresses of the initial Directors are as follows:

Name	Address
Craig Widmier	1513 N Hill Field Rd, Ste 1 Layton, UT 84041-2273
Skyler Gardner	12 S 400 W, Ste 250 Salt Lake City, UT 84101-1240
Josh Romney	90 S 400 W, Ste 360 Salt Lake City, UT 84101-1365

### **ARTICLE 8: LIABILITY AND INDEMNIFICATION**

8.1 **Limits on Directors' Liability.** To the fullest extent permitted by the Act, a Director shall not be liable to the Association or the Members for monetary damages for breach of fiduciary duty.

8.2 **Indemnification.** To the fullest extent permitted by the Act, the Association shall indemnify each Director and each Officer, employee, fiduciary, and agent of the Association.

8.3 **No Retroactive Application.** Any repeal or modification of this Section 8.1 shall be prospective only and shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification.

### **ARTICLE 9: BYLAWS**

The initial Bylaws shall be adopted by the Management Committee. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with the Declaration or these Articles. Subject to the provisions of the Declaration, the Management Committee shall have the power to alter, amend, or repeal the Bylaws from time to time and to adopt new Bylaws. If, however, the Members make, amend, or repeal any provision of the Bylaws, the Management Committee shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action. The Members may make, amend, or repeal any Bylaw by an affirmative vote of no less than seventy-five percent (75%) of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy or by written ballot, together with the approval of the Class B Member, if any.

### **ARTICLE 10: AMENDMENT**

Except as limited by law or the Declaration, the Association may amend, alter, change, or repeal any provision contained in these Articles by an affirmative vote of no less than seventy-five percent (75%) of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy or by written ballot, together with the approval of the Class B Member, if any.

The undersigned incorporator has executed these Articles of Incorporation as of July 10, 2007.

**ROLLINS RANCH, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Rulon C. Gardner  
Title: Manager

The undersigned hereby accepts appointment as registered agent for the Corporation.

**ROLLINS RANCH, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Rulon C. Gardner  
Title: Manager