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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ENCLAVE AT SUN CANYON HOMEOWNERS ASSOCIATION

Utah Div. Of Corp. & Comm. Code

Enclave at Sun Canyon Home Owners Association, a Utah nonprofit corporation (the "Corporation"), formed under the Utah Revised Nonprofit Corporation Act (the "Act"), adopts the following Amended and Restated Articles of Incorporation:

ARTICLE 1.
Name

The name of this corporation shall be ENCLAVE AT SUN CANYON HOMEOWNERS ASSOCIATION (the "Association").

ARTICLE 2.
Duration

The Association shall exist perpetually.

ARTICLE 3.
Business and Purpose

Section 3.1. This Association is formed as a nonprofit corporation to serve as the governing body for every "Owner" of a "Lot", as those terms are defined in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ENCLAVE AT SUN CANYON, recorded in the official records of the County Recorder of Summit County, Utah (the "Declaration"). All capitalized terms as used in these Articles of Incorporation shall have the same meanings as set forth in the Declaration.

As provided in and pursuant to the Declaration, this Association shall, to the extent permitted by applicable law, serve as the governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Common Areas, and the performance of such duties and functions, and the exercise of such rights, as are given and assigned to it by said Declaration, as the same may hereafter be amended.

Section 3.2. Notwithstanding anything herein contained to the contrary, no part of the activities of the Association shall be devoted to carrying on propaganda or otherwise attempting to influence legislation and the Association shall make no gift, donation or contribution to any institution or organization engaged in such activities. No part of the net earnings of the Association shall inure to the benefit of any private member or individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Common Areas and other than by a rebate of excess Assessments).

Section 3.3. In the conduct of its business, this Association, to the extent authorized by its Board of Directors and in accordance with the provisions of the Declaration,

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shall be empowered to do all things that a private person or individual might do under the laws of the State of Utah, including but not limited to the following:

(a) To accept such properties, improvements, rights, and interests as may be conveyed, leased, assigned, or transferred to this Association and to assume such obligations and duties as may be contained in any lease assigned or transferred to this Association;

(b) To maintain and otherwise manage all of the Common Areas, including all facilities and landscaping thereon, and all other property acquired by the Association; to pay all taxes and assessments, if any, which may properly be levied against the Property other than taxes separately assessed to the Lots; to repair, rehabilitate, and restore the Common Areas; to insure the Common Areas and the Property against such risks as the Board of Directors shall determine or as provided by the Declaration; to levy and collect Assessments as the Board of Directors shall determine in accordance with the Declaration and the Bylaws of this Association; and to impose liens against the Lots in order to secure the payment of obligations due from the Owners thereof, and to collect, sue, foreclose, or otherwise enforce, compromise, release, satisfy, and discharge such obligations, demands and liens in accordance with the Declaration;

(c) To do all things necessary to carry out and enforce the terms and provisions of the Declaration, and to do all things and acts, including the payment of all maintenance, operating and other costs, which in the sole discretion of the Board of Directors shall be deemed to be in the best interest of the members of this Association or for the peace, comfort, safety, or general welfare of the Owners, all in accordance with the Declaration;

(d) To enter into management agreements with third parties authorizing such parties to carry on any activities which might legally be carried on by the Association and delegated by the Association to third parties;

(e) To develop, construct, purchase, lease, own, improve, maintain, operate and hold real and personal property of every kind and description as is reasonably necessary for the objects of the Association; to sell, convey and lease such property; and to mortgage, assign, and pledge or otherwise encumber such property;

(f) To borrow money and to issue notes, bonds and other evidences of indebtedness in furtherance of any or all of the objects and purposes of this Association and to secure the same by mortgage, trust deed, pledge or other lien on or security interest in property of this Association;

(g) To enter into, perform, and carry out leases and contracts of any kind necessary to, in connection with, or incidental to the accomplishment of any one or more of the objects and purposes of this Association;

(h) To lend or invest its working capital and reserves with or without security;

(i) To act as surety or guarantor, agent, trustee, broker, or in any other capacity when appropriate to the fulfillment and furtherance of its objects and purposes;

(j) To adopt, amend, and repeal reasonable Association Rules;

(k) To do all other acts and things authorized in the Declaration, as amended or supplemented from time to time, but not explicitly set out above;

(l) To sue and be sued; and

(m) In general to do and perform such acts and things and to transact such business in connection with the foregoing objects and purposes as may be necessary and to do any and all things which a natural person could do or which now or hereafter may be authorized by law.

Section 3.4. The character of business which the Association initially intends to conduct in the State of Utah is the operation of an owners' association to provide for the management, maintenance and care of the Planned Unit Development for the benefit of the members of the Association.

ARTICLE 4. Registered Agent

The initial registered office of the Association shall be located at 2189 White Pine Canyon Road, Park City, Utah 84060, and the name of the Association's initial registered agent at such address is Steven P. Urry.

ARTICLE 5. Membership

Section 5.1. The Association shall be a non-stock corporation and shall be owned by its members, and no dividends or pecuniary profits shall be paid to its members. Membership in the Association shall be limited to the Owners. The Owners shall not include persons or entities who hold an interest merely as security for the performance of an obligation. An Owner shall automatically be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The membership of an Owner shall be appurtenant to and may not be separated from the fee ownership of a Lot.

Section 5.2. No certificates of membership shall be issued and membership shall be evidenced by an official list of said members, which list shall be kept by the Secretary of the Association. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance of a Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

Section 5.3. Voting. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners (excluding the Declarant). Class A Members shall be entitled to a percentage vote equal to the Allocated Interest in Votes of the Association for such Lot. When more than one Person owns an interest in a Lot, each such Person shall be a member of the Association and each Co-Owner shall be entitled to a percentage vote calculated by dividing the percentage vote allotted to the Lot, by the number of Co-Owners for such Lot, but in no event shall more than the allotted percentage vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, who shall have five (5) votes for each Lot it owns. Declarant, as the Class B Member, shall also have the right to control the Association to the extent of having the exclusive right (either directly or through a person designated by the Declarant) to elect, appoint and remove the members of the Board and the officers of the Association until the last Lot in the Project is sold by Declarant (the "Turnover Date"). The special control rights of the Declarant, as the Class B Member, shall cease and terminate upon the Turnover Date.

Declarant may voluntarily surrender the right to elect, appoint and remove the members of the Board and the officers prior to the Turnover Date, but, in that event, Declarant may require that specified actions of the Association or the Board taken prior to the Turnover Date, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Upon the Turnover Date, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within a reasonable period of time. This process shall include the Owners' election of the Board of Directors and shall be considered completed on the date of the initial meeting of the Board of Directors elected by the Owners. The Owners' election of the initial Board of Directors may be conducted at a regular or special meeting of the Association or by a mailed balloting procedure, within thirty (30) days following the Turnover Date.

ARTICLE 6. Board of Directors

The control and management of the affairs of this Association shall be vested in a Board of Directors of not less than three (3) nor more than five (5) members. The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as directors beginning with the incorporation of this Association and until the first annual election of Directors or until their successors shall be duly elected and qualified are:

- (1) Steven P. Urry
2189 White Pine Canyon Road
Park City, Utah 84060

(2) Jan Roberts
2189 White Pine Canyon Road
Park City, Utah 84060

(3) Spencer White
P. O. Box 680668
Park City, Utah 84068

The method of election, term of office, and removal and filling of vacancies shall be as set forth in the Bylaws.

ARTICLE 7. Private Property

The Owners, directors, and officers of this Association shall not be liable for the debts of this Association, and the private property of the Owners, directors and officers of this Association shall be forever exempt from corporate debts of any kind whatsoever, provided, however, that nothing herein contained shall limit or restrict any liability, obligation or responsibility of the Owners hereof to each other or to this Association as are set forth in the Declaration.

ARTICLE 8. Indemnification

The Association shall indemnify any and all of its present or former directors, officers, employees, or agents to the maximum extent permitted by applicable law. Without limiting the generality of the foregoing, the Association shall indemnify any and all of its directors and officers, or former directors and officers, against expenses incurred by them, including legal fees, or judgments or penalties rendered or levied against any such persons in a legal action brought against any such person for actions or omissions alleged to have been committed by any such person while acting within the scope of his employment as a director or officer of the Association, provided that the Board of Directors shall determine in good faith that such person did not act, fail to act or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or omission.

ARTICLE 9. Director Liability

A director of the Association shall not be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except for liability for any of the following:

(a) Any breach of the director's duty of loyalty to the Association or its members;

(b) Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) A violation of Utah Code Annotated Section 16-6a-824, or any amendment thereto;

(d) Any transaction from which the director derived an improper personal benefit; or

(e) A violation of the laws of Utah with respect to fiduciary duties and obligations of directors (including without limitation such duties as may be listed under the Act, or any amendment thereto).

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Association existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

**ARTICLE 10.
Amendments**

These Articles may be amended as provided in the Act, or any amendment thereto. Notice of proposed amendments and the meeting at which such will be considered shall be given to the members in accordance with the notice provisions set forth in the Bylaws.

**ARTICLE 11.
Dissolution**

The Corporation may be dissolved only in accordance with the provisions of the Declaration and in accordance with the Utah law. Upon dissolution, other than incident to a merger or consolidation, the assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

The foregoing amendments to and restatement of the Corporation's Articles of Incorporation were adopted and duly authorized by the Board of Directors and the Owners effective as of January 12, 2008, in accordance with the requirements of the Act.

IN WITNESS WHEREOF, the undersigned hereby executes the Amended and Restated Articles of Incorporation this 12 day of January, 2008.

**ENCLAVE AT SUN CANYON HOME
OWNERS ASSOCIATION, a Utah
nonprofit corporation**

By: _____

Its: Director