

MAR 06 2023

Utah Div. of Corp. & Comm. Code

**ARTICLES OF INCORPORATION
FOR THE
SEQUOIA COTTAGES HOMEOWNERS ASSOCIATION**

In compliance with the requirements of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et seq.* (the "Act"), and with Article 4, § 4.1 of the Declaration of Covenants, Conditions, and Restrictions for Sequoia Cottages Association, recorded with the Office of Recorder for Salt Lake County, Utah on October 11th 2022 as Entry No. 14028485 (the "Declaration"), the undersigned, as "Declarant" under the Declaration, hereby forms a Utah nonprofit corporation, as described herein.

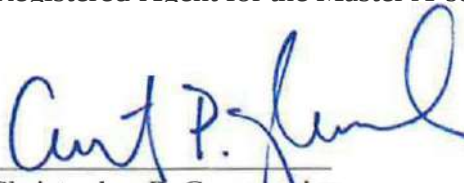
ARTICLE I
NAME

The name of the corporation is the SEQUOIA COTTAGES HOMEOWNERS ASSOCIATION (the "Association").

ARTICLE II
REGISTERED AGENT AND PRINCIPAL OFFICE

The Registered Agent for the Association shall be Christopher P. Gamvroulas.

I hereby accept appointment as Registered Agent for the Master Association.



Christopher P. Gamvroulas

The Registered Agent's address and the Principal Office of the Association are:

978 Woodoak Lane
Salt Lake City, Utah 84117

ARTICLE III
INCORPORATOR

The names and addresses of the incorporators are as follows:

ivory Development LLC
978 East Woodoak Lake
Salt Lake City, UT 84117

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ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized as a nonprofit corporation and does not contemplate pecuniary gain or profit to its members, directors, officers, or other persons except as authorized by the Association's Declaration and Bylaws, these Articles, and applicable Utah and federal law. The specific purposes for which the Association is formed are to:

- (1) Engage in any lawful act for which a nonprofit corporation may be organized in Utah;
- (2) Manage, operate, maintain and regulate the common areas and facilities and common elements in the Sequoia Cottages project (the "Project"), located in Salt Lake County, State of Utah;
- (3) Promote the health, safety and welfare of the residents in the Project; and
- (4) Take any other actions and to enter into any other transactions which may be reasonably necessary to accomplish the foregoing, including but not limited to entering into contracts, borrowing money, and any other activities as provided by the Declaration and any Bylaws for the Association as they may have been or may be adopted or amended in the future.

ARTICLE V
MEMBERSHIP

All of the unit owners of record in the Project are subject to the Declaration and shall be members of the corporation. The Association will not issue shares evidencing membership of the corporation.

ARTICLE VI
VOTING RIGHTS

Members shall have voting rights in the nonprofit corporation as provided for in the Declaration and Bylaws of the Project, pertaining to the unit owned by that member.

ARTICLE VII
BOARD OF DIRECTORS

Except as otherwise authorized during the Declarant Control Period (defined in the Declaration), the affairs of the Association shall be governed by a Board of Directors consisting of three (3) members.

Consistent with the foregoing, and consistent with the Declaration, an initial Board of Directors has been appointed by the Declarant during the Declarant Control Period. The initial Board of Directors shall be as follows:

Christopher Gamvroulas
970 Woodoak Lane
Salt Lake City, Utah 84117

Brad Mackay
978 East Woodoak Lane
Salt Lake City, Utah 84117

Kevin Anglesey
978 East Woodoak Lane
Salt Lake City, Utah 84117

Consistent with § 16-6a-801(2)(b) of the Act, the above initial Board of Directors appoints Christopher Gamvroulas to exercise the powers and perform the duties of the initial Board of Directors until such time as a majority of the initial Board of Directors determines otherwise at a duly noticed Board of Directors meeting or by action without a meeting, in accordance with the Bylaws.

ARTICLE VIII DURATION AND DISSOLUTION

The period of duration of the Association is perpetual. The Association may be dissolved in accordance with Utah law and the Declaration. Upon dissolution, the assets of the Association shall be divided among all the members as provided for in the Declaration or as otherwise required by law.

ARTICLE IX AMENDMENTS

Consistent with the Act, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et seq.*, and the Declaration § 12.1, and except during the Declarant Control Period (as provided in the Declaration), the affirmative vote or written consent of sixty-seven percent (67%) of the voting interests in the Association shall be required and shall be sufficient to amend these Articles. Notwithstanding the foregoing, no amendments to these Articles shall be valid if it conflicts with the Declaration or Bylaws of the Association.

ARTICLE X BYLAWS

Any Bylaws provided for or adopted pursuant to the Declaration shall be the Bylaws for the Association. The Bylaws may be amended from time to time pursuant to the terms therein.

ARTICLE XI
INDEMNIFICATION AND LIMITATION OF LIABILITY OF
BOARD OF DIRECTORS

Officers and members of the Board of Directors shall be entitled to indemnification, reimbursement, and the advance of expenses to the maximum extent allowed by and consistent with the terms of the Act.

The Association hereby eliminates the liability of its Board of Directors members and officers to the members and the Association for monetary damages to the maximum extent permitted by the Act and specifically § 16-6a-823 of the Act.

EXECUTED this March 2nd 2023.

IVORY DEVELOPMENT, LLC

By: _____

Printed Name: _____

Its: _____

STATE OF UTAH)

COUNTY OF SALT LAKE)

) ss

On March 2nd, 2023, before me, the undersigned Notary Public, Christopher P. Gamvroulas, personally known unto me or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say the he/she/they is/are the duly authorized representative of IVORY DEVELOPMENT, LLC and that said document was signed by him/her/them in that capacity and with all necessary authority, and acknowledged to me that company executed the same.



NOTARY PUBLIC