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Utah Div. of Corp. & Comm. Code

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**ARTICLES OF INCORPORATION
OF
RIVERFRONT AT SOUTH SALT LAKE 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 "Riverfront at South Salt Lake Homeowners Association, Inc." (the "*Association*").

**ARTICLE 2
Purposes and Powers**

The Association is organized pursuant to and in connection with a certain Declaration of Protective Covenants, Conditions and Restrictions for Riverfront at South Salt Lake, as the same may be amended from time to time (the "*Declaration*"), originally executed by River Front, LLC, a Utah limited liability company, as Declarant, and recorded or to be 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 Area of the Project, 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 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

(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) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred upon it by the Act; and (iii) engage in any other lawful act for which a nonprofit corporation may be organized under the Act; and

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

(i) provide certain services and facilities to the Owners to the extent not provided by a public, quasi-public, or private utility, including, without limitation: (1) recreational facilities and services; (2) water, sewer, natural gas, electricity, cable and/or satellite television, and other utility services; (3) parking facilities; and (4) trash collection facilities and services for residential purposes;

(ii) acquire, sell, lease, and grant easements over, under, across and through the Common Area, which are reasonably necessary to the ongoing development and operation of the Project;

(iii) borrow monies and grant security interests in the Common Area and in the assets of the Association as collateral therefor;

(iv) make capital improvements, repairs, and replacements to the Common Area; and

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

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.

ARTICLE3

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: Bryan Flamm, 1099 West South Jordan Parkway, South Jordan, Utah 84095.

ARTICLE4

Incorporator

The name and address of the incorporator are as follows:

River Front, LLC
c/o Bryan Flamm
1099 West South Jordan Parkway
South Jordan, Utah 84095

ARTICLES

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.

ARTICLE6

Voting

The following provisions shall govern voting of the members of the Association:

(a) As more fully set forth in the Declaration, the Association shall have two (2) classes of voting membership, Class A and Class B; and

(b) ~~Class A Members~~ shall be an owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for

membership in the Association is held, subject to the authority of the Board to suspend the voting rights of an Owner for violations of the Declaration in accordance with the provisions thereof. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined as provided in Section 2.3 of the Declaration; and

(c) The Class B Member shall be the Declarant. The Class B Member shall be entitled to the total number of votes held from time to time by all of the Class A Members in the aggregate, plus one thousand (1,000) votes, it being Declarant's express intention that the Class B Member shall control the voting of the Association until the termination of the Class B membership. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) the sale and conveyance by Declarant to purchasers of all of the Lots contained in the Project; (ii) the expiration of thirty (30) years after the date on which Declarant first conveys to a purchaser fee title to a Lot; or (iii) when, in its discretion, the Declarant so determines; and

(d) Additional provisions governing the voting of the Members of the Association are set forth in the Declaration.

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. The Board shall consist of no less than three (3) and no more than five (5) trustees, which shall be elected and shall have those duties and powers set forth in the Declaration and the Bylaws.

ARTICLE 9

Limitations Upon Liability of Trustees and Officers

The trustees, Officers, employees, and Members of the Association shall not be individually personally liable in their capacity as trustees, officers, employees, and Member for the acts, debts liabilities, or obligations of the Associations. 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 in accordance with the Act; except that the number of votes required for amendment of these Articles shall be the same number of votes required to amend the Declaration pursuant to Section 10.2 of the Declaration.

IN WITNESS WHEREOF, undersigned has executed the foregoing Articles of Incorporation effective as of May 11, 2015.

INCORPORATOR:

River Front, LLC, a Utah limited

liability company

By: _____

Bryan Elamm, Manager

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