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Utah Div. Of Corp. & Comm. Code

ARTICLES OF INCORPORATION OF EAST MOUNTAIN OWNERS ASSOCTATTON

(A Utah Nonprofit Corporation)

The undersigned natural person, over the age of 18 years, whose address is set forth herein, acting as incorporator of a nonprofit corporation under the Utah Nonprofit Corporation and Co-operative Association Act [Sections 16-6-1 8 et suite, Utah Code (1953)l (the "Act"), hereby adopts these Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is **EAST MOUNTAIN OWNERS ASSOCIATION.** The corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

ARTICLE II
Definitions

When used in these Articles the following terms shall have the meaning indicated:

2.01 Articles shall mean and refer to these Articles of Incorporation of East Mountain Owners Association.

2.02 Association shall mean and refer to East Mountain Owners Association, the Utah nonprofit corporation which is created by the filing of these Articles.

2.03 Common Areas shall mean all property within the Development owned by the Association for the common use and enjoyment of the Owners, together with all easements appurtenant thereto, as the same are designated and set forth on the Plat, including any Improvements constructed or maintained thereon.

2.04 Declaration shall mean and refer to the instrument entitled "Declaration of Easements, Covenants, Conditions and Restrictions, East Mountain, A Planned Unit Development (Expandable)," executed and acknowledged by Developer and filed for record in the office of the County Recorder of Utah County, Utah concurrently with the filing of the Plat, and any amendments or supplements to said Declaration.

2.05 Developer shall mean and refer to East Mountain Development, L.C., a Utah limited liability company, its successors or assigns.

2.06 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Property as designated on the Plat.

2.07 Member shall mean and refer to every person who holds membership in the Association.

2.08 Mortgage shall mean any recorded first mortgage or first deed of trust encumbering any Lot; and Mortgagee shall mean any mortgagee or beneficiary of a Mortgage.

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2.09 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Utah County, Utah) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee of a Mortgage shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Developer shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.10 Plat shall mean and refer to the subdivision plat covering the Property entitled "Plat A (Amended), East Mountain, Planned Unit Development, Provo City, Utah County, Utah" prepared and certified to by Robert D. Gunnell (a duly registered Utah Land Surveyor holding Certificate No. 142870), executed and acknowledged by Developer, accepted by Provo City, and filed for record in the office of the County Recorder of Utah County, Utah concurrently with the Declaration on December 16, 1994. Such term shall also include any subdivision plat or plats pertaining to all or any portion of the real property set forth and described as "Additional Land" in Section 2.01, Article I1 of the Declaration, as and when the same is annexed and added to the Properly pursuant to the annexation provisions of Article I11 of the Declaration.

2.11 Property shall mean and refer to the entirety of the following-described tract of real properly situated in Provo City, Utah County, State of Utah, together with other land which may be annexed and added thereto pursuant to the annexation provisions of Article I11 of the Declaration:

> Commencing at a point which is South 1'1 1'42" East 444.23 feet and South 57"08'00" West 541.28 feet from the Southeast Corner of Section 17, Township 7 South, Range 3 East, Salt Lake Base & Meridian, thence as follows: South 57°08'00'1 West 223.53 feet; thence North 38O24'00" West 485.45 feet; thence North 48O00'23" West 246.77 feet; thence 43.80 feet along the arc of a 25.00 foot radius curve to the left, chord bearing North 81 "48'23" East, chord length 38.41 feet; thence 101.57 feet along the arc of a 164.00 foot radius curve to the left, chord bearing North 13 "52'34" East, chord length 99.96 feet; thence North 86'07'5 1" East 72.00 feet; thence North 4S018'18" East 137.49feec thence South 24O32'39" East 40.49 feet, thence South 47O09'59" East 215.00 feet; thence South 42"46'401' East 35.80 feet, thence South 5 1 "36'00" West 117.35 feet; thence South 38"24'00M East 267.38 feet, thence 36.86 feet along the arc of a 25.00 foot radius curve to the left, chord bearing South 80°38'00" East, chord length 33.61 feet, thence North 57"08'00" East 41.02 feet; thence South 32"52'001' East 176.00 feet to the point of beginning. Area = 3.99 acres.

ARTICLE III
EXISTENCE

The period of duration of this corporation is perpetual, provided, however that the corporation may be dissolved at any time according to law.

ARTICLE IV
Powers and Purposes

4.01 Purposes. The Association is organized and shall be operated as a nonprofit corporation for the purpose of owning maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, and

otherwise administering, enforcing, and carrying out the terms of the Declaration and generally providing for and promoting the interests of Owners and occupants of the Property.

4.02 Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Section 16-6-22 of the Act.

4.03 Limitation. The Association is not o r g d for pecuniary profit. Notwithstanding the breadth of the foregoing sections of this Article IV: (a) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Trustees, or officers or any other person; and b) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

ARTICLE V
Membership and Voting Rights

5.01 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner holds the necessary interest, and shall not be separated from the Lo to which it appertains. Neither the issuance nor the holding of certificates or shares of stock shall be necessary to evidence membership in the Association. All other matters pertaining to membership in the Association shall be governed by the Association's Bylaws as set forth and embodied in the Declaration.

5.02 Voting Rights. - All matters pertaining to Members' voting rights shall be governed by the Association's Bylaws as set forth and embodied in the Declaration.

ARTICLE IV
Regulation of Internal Affairs of the Corporation

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the declaration and in the by-laws, rules and regulations of the corporation All matter pertaining to Member' Meeting shall be governed by the Association's Bylaws set forth and embodied in the Declaration.

ARTICLE VII
Non-Liability of Members

Except for assessments pursuant to the Declaration, members are not individually or personally liable for the debts or obligations of the corporation.

ARTICLE VIII
Distribution or Dissolution

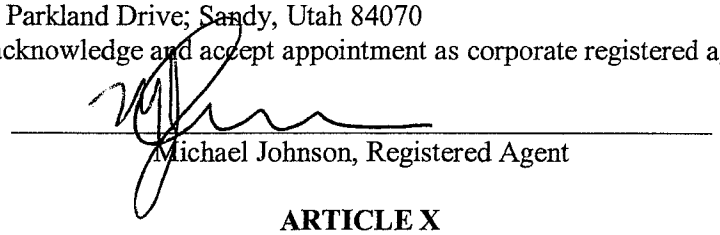
In the event of dissolution all remaining assets and property of the corporation, after payment of debts, obligation and expenses shall be distributed proportionately to the members of the corporation.

ARTICLE IX
Registered Office, Registered Agent and Place of Business

The address of the initial registered office of the corporation and the place of business is 454 N. Seven Peaks Blvd.; Provo, Utah 84606, but is subject to being changed by the Board of Trustees.

The name of the initial registered agent of the corporation is Michael Johnson, whose address is 461 W. Parkland Drive; Sandy, Utah 84070

I hereby acknowledge and accept appointment as corporate registered agent:



Michael Johnson, Registered Agent

ARTICLE X
Board of Trustees

10.01 Number, Tenure, and Qualifications. The affairs of the Association shall be managed by a Board of Trustees composed of not more than seven (7) nor less than three (3) individuals. All matters pertaining to the Board of Trustees shall be governed by the Association's Bylaws as set forth and embodied in the Declaration.

10.02 Initial Board. The persons who are to serve as the initial Board of Trustees until the first annual meeting of Members at which a Board of Trustees is to be elected are as follows:

Name	Address
Jim Orr	2416 Tennessee Ave Provo, UT 84606
Jonathan Boone	2284 Dakota Ave Provo, UT 84606
Geoffrey Wixom	2129 Dakota Ave Provo, UT 84606
Tim Mellor	2385 Dakota Ave Provo, UT 84606

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is:

Jim Orr	2416 Tennessee Ave Provo, UT 84606

ARTICLE XII
Miscellaneous

12.01 Transfer of Common Areas. The Board of Trustees may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of any Common Areas owned by it to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board. Any such dedication or transfer (other than the granting of reasonable easements for utilities and similar or related purposes) must, however, be consented to in writing by all Mortgagees of the Lots and be assented to by at least two-thirds (213) of the outstanding votes in the Association entitled to vote at a meeting duly called for such purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (1 0) but not more than thirty (30) days prior to the meeting date.

12.02 Managing Agent. The Association may carry out through a Managing Agent any of its functions which are properly the subject of delegation. Any Managing Agent so engaged shall be an independent contractor and not an agent or employee of the Association and shall be responsible for managing the Common Areas for the benefit of the Association and the Members, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

ARTICLE XIII

13.01 Amendment. Any amendment to these Articles shall require the affirmative vote of Members entitled to exercise at least seventy-five percent (75%) of all votes in the Association. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Utah Division of Corporations and Commercial Code of appropriate articles of amendment executed as required by law. Notwithstanding the provisions of this Section 7.05, no amendment to these Articles of Incorporation shall be effective which is inconsistent with the provisions of the Declaration.

13.02 Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes then outstanding in the Association. The following additional provisions shall govern any application of this Section 13.02:

(a) *All* necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member,

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed,

(c) Any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose; and

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

13.03 Bylaws and Resolutions. The Board of Trustees may (but nothing herein shall mandate) adopt, amend, and repeal Bylaws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, or the law.

13.04 Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been repaired in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to effect all of the purposes of both instruments. To the extent the Act and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

ARTILCE XIV
CLARFICIATION

Upon the origination of the East Mountain Owners Association, the members were given copies of article which were never correctly filed. At the 2006 Annual Membership Meeting, a majority of all owners voted to file identical article with the only modification being additional state requirements added since the 1996 names and addresses updated.

Jim Orr

STATE OF UTAH)
: SS.
COUNTY OF UTAH)

On this 22nd day of December, 2006, personally appeared before me Ray G. Morley, who, being by me duly sworn, declared that he is the person who, as Incorporator, signed the foregoing Articles of Incorporation of East Mountain Owners Association; and that the statements contained therein are true and correct to the best of his knowledge; and further declared that he signed said Articles of Incorporation as the registered agent of said corporation.

Notary Public

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
July 17, 2009
RUTH ANN IVIE
955 North 900 West
Orem, Utah 84057