

**ARTICLES OF INCORPORATION
OF
RC 14 CONDOMINIUM ASSOCIATION, INC.**



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Utah Div. of Corp. & Comm. Code

The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act and adopts the following articles of incorporation:

**ARTICLE I
NAME**

The name of the corporation is RC 14 Condominium Association, Inc.

**ARTICLE II
DURATION AND MEMBERS**

The corporation shall have perpetual existence. The Owners of Units shall constitute the members of the corporation.

**ARTICLE III
INITIAL PRINCIPAL AND INITIAL REGISTERED OFFICE
AND INITIAL REGISTERED AGENT**

The address of the initial principal and registered office of the corporation is 1840 Sun Peak Drive, Suite A201, Park City, UT 84098. The name of the initial registered agent at such address is Gary Raymond.

**ARTICLE IV
DEFINITIONS**

4.1 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for RC 14 Condominiums, as the same may be amended from time to time, recorded in the Official Records of Summit County, Utah.

4.2 Other Definitions.

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

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ARTICLE V
PURPOSES AND POWERS

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 Elements;
- (b) to provide certain facilities, services and other benefits to the Owners;
- (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 Owners, Mortgagees, insurers or guarantors of Mortgages, 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 Owners;
- (g) to regulate and manage the Condominium Project; and
- (h) to execute and record, on behalf of all Owners, any amendment to the Declaration or the Plat which has been approved by the vote or consent necessary to authorize such amendment.

5.2. Powers.

(a) Unless expressly prohibited by law or any of the Association Documents, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred on it by the Act or any Association Document; and (iii) exercise all powers that may be exercised in Utah by nonprofit corporations.

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

- (i) to the extent not provided by a public, quasi-public or private utility provider, provide certain facilities and services to the Owners, such as (A) water,

sewer, natural gas, electric, cable and/or satellite television and other utility services, and (B) trash collection facilities and services;

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

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

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

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

(c) 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:

(i) 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.

(ii) No part of the net earnings of the Association shall inure to the benefit of any Owner, except as expressly permitted in paragraph 5.2(c)(iii) below with respect to the dissolution of the Association.

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

ARTICLE VI
VOTING

6.1. Voting.

(a) At any meeting of the Association, the Interest in General Common Elements appurtenant to a Unit may be voted in connection with issues presented to the Owners for vote.

(b) The votes allocated to the Units of the Condominium Project are equal to the Interests in General Common Elements set forth in the Declaration.

(c) The Owner of each Unit shall be entitled to the number of votes allocated to it in accordance with paragraphs 6.1(a) and (b) above, regardless of the number of Owners of the Unit. If the Owners of a Unit cannot agree among themselves as to how to cast their votes on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Unit, 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 Unit, unless objection thereto is made by an Owner of that Unit to the Person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes are cast for any particular Unit, 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.

(d) In any case in which the Act or the Declaration requires the vote of a stated percentage of the Owners or approval of an act or transaction, such requirement shall be fully satisfied by obtaining, with a meeting, consents in writing to such transaction from Owners who collectively hold at least the stated percentage of required votes or without a meeting, the written consent of all Owners entitled to vote with respect to such matter. Such written consents shall be subject to the following conditions:

(e) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(f) Any change in ownership of a Condominium Unit which occurs after consent has been obtained by the Owner having an interest therein shall not be considered or taken into account for any purpose.

(g) Unless consent of all Owners having an interest in the same Condominium Unit is secured, the consent of none of such Owners shall be effective.

ARTICLE VII
MANAGEMENT COMMITTEE

7.1. Management Committee.

(a) The business and affairs of the Association shall be controlled, conducted and managed by the Management Committee, except as otherwise provided in the Utah Revised Nonprofit Corporation Act, the Declaration, these Articles, or the Bylaws.

(b) Except as provided by law or in the Declaration, these Articles or the Bylaws, the Management Committee may act on behalf of the Association in all instances. The Management Committee may not, however, act on behalf of the Association to (i) amend the Declaration; (ii) terminate the Association, the Declaration or the Condominium Project; (iii) elect Directors to the Management Committee, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Declarant's rights under Section 7.2 below; or (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

(c) The Management Committee shall consist of three Directors. The names and addresses of the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Gary Raymond	14421 N. 73rd Street Scottsdale, AZ, 85260
Spencer White	14421 N. 73rd Street Scottsdale, AZ, 85260
Laron Turley	14421 N. 73rd Street Scottsdale, AZ, 85260

7.2. Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 7.2(b) and (c) below, but notwithstanding anything else to the contrary contained in these Articles or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which the Declaration is Recorded and ending on the first to occur of the following: (i) three (3) years from the date that the Declaration is Recorded; or (ii) the date upon which Units representing seventy-five percent (75%) of the total Interests in the General Common Elements have been conveyed to Purchasers.

(b) Declarant may voluntarily surrender its right to appoint and remove Directors and Officers prior to the expiration of the Declarant Control Period, but, in that

event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Management Committee, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

(c) During the thirty (30)-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect a Management Committee of three (3) Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election. Directors may be removed only as provided in the Declaration.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

8.1. Limits on Directors' Liability.

To the fullest extent permitted by the Act and the Utah Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, a Director shall not be liable to the Association or the Owners for monetary damages for breach of fiduciary duty. 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.

8.2. Indemnification.

To the fullest extent permitted by the Act and the Utah Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, the Association shall indemnify each Director and each officer, employee, fiduciary and agent of the Association.

ARTICLE IX

BYLAWS

The initial Bylaws of the Association shall be adopted by the Management Committee. Subject to the rights of First Mortgagees under 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 only as provided in the Declaration and the Act. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with law, the Declaration or these Articles.

ARTICLE X
AMENDMENT

The Association may amend, alter, change or repeal any provision contained in these Articles by, unless a higher voting requirement is set forth herein with respect to any particular provisions, the vote of the holders of at least seventy-five percent (75%) of the votes allocated to all Memberships at any regular or special meeting called for that purpose at which a quorum is represented. The Association's right to amend, alter, change or repeal these Articles is subject to the limitations thereon set forth in the Declaration.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is Gary Raymond. The address of the incorporator is 14421 N. 73rd Street, Scottsdale, AZ, 85260.

IN WITNESS WHEREOF, the above-named incorporator and registered agent signed these Articles of Incorporation this 4th day of September, 2018.



Gary Raymond, Incorporator

Acceptance of Appointment by Registered Agent

Pursuant to the Utah Nonprofit Corporation Act, the undersigned hereby accepts appointment as registered agent for RC 14 Condominium Association, Inc.

Dated September 4th, 2018.



Gary Raymond