

**ARTICLES OF INCORPORATION
OF
BONNEVILLE VISTA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator under the provisions of the Utah Revised Nonprofit Corporation Act (hereinafter referred to as the "Act"), adopts the following Articles of Incorporation.

ARTICLE I
NAME

The name of the nonprofit corporation shall be BONNEVILLE VISTA HOMEOWNERS ASSOCIATION, INC. (the "Association")

ARTICLE II
EXISTENCE

The Association shall have perpetual existence.

ARTICLE III
DEFINITIONS

Capitalized terms used in these Articles, if not defined herein, shall have the meanings set forth in the Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions for Bonneville Vista Townhomes (as amended and supplemented) which has been recorded in the Recorder's Office of Utah County, Utah as Entry No. 12958:2014 ("Declaration").

ARTICLE IV
PURPOSES AND POWERS

The Association is organized to be and constitute the Association to which reference is made in the Declaration. The Association is not organized in contemplation of pecuniary gain or profit to its members. The specific purposes for which the Association is organized are:

- a) Enforcing quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Units and Improvements (hereinafter the "Project"),
- b) Preventing the erection in the Project of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction,
- c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Covered Property to assure visual quality and harmonious appearance and function,
- d) Securing and maintaining proper set-backs from streets and open areas in the Project and adequate free spaces between Improvements,
- e) Integrating the development of the different Units by setting common general standards,
- f) Encouraging attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem,
- g) Taking advantage of and utilizing, for purposes of promoting all of the foregoing and further enhancing the value and quality of each Owner's interest in the Project or in any Unit or Units therein, a master planned residential community concept within a common and harmonious community plan with open space uses supportive of the overall planed community concepts envisioned by the Declarant,
- h) Managing, operating, insuring, construction, improving, repairing, replacing, altering and maintaining the property held by the Association,
- i) Providing certain facilities, services and other benefits to the Owners,
- j) Administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby,
- k) Levying, collecting and enforcing the Assessments, charges and liens imposed pursuant to the Declaration,
- l) Taking any action that it deems necessary or appropriate to protect the interests and general welfare of Owners,
- m) Developing and maintaining Common Areas, and
- n) Any other purpose permitted by law.

Each purpose specified herein is an independent purpose and is not to be restricted by reference to or inference from the terms of any other purpose.

Unless expressly prohibited by law or the Declaration or the Association’s ByLaws, the Association may (a) take any and all action it deems necessary or advisable to fulfill its purposes, and (b) exercise all powers that may be exercised in Utah by nonprofit corporations.

ARTICLE V
MEMBERS

The Association shall have such classes of Members as may from time to time be prescribed by the Declaration and the Association’s ByLaws. Voting rights of Members shall be as provided for in the Declaration and the Association’s ByLaws.

ARTICLE VI
SHARES

The Association shall issue no capital stock.

ARTICLE VII
DIRECTORS

The affairs of the Association shall be managed by its Board. Except for the initial Board, whose names are set forth below, the Board shall be elected or appointed as provided in the Declaration and in the Association’s ByLaws. The number of Directors constituting the Board of the Association shall be fixed by the Declaration and the Association’s ByLaws, except that there shall not be less than three (3). The names and addresses of the persons who are to serve as the initial Directors, who shall serve until such time as Declarant turns over the duties of the Board to the local Unit Owners (as outlined in the Declaration and in the Association’s ByLaws) are as follows:

<u>Name</u>	<u>Address</u>
David R. Harman, Sr.	1948 S. Parklane East Orem, UT 84058
Jon S. Davis	1468 North 450 East Pleasant Grove, UT 84062

ARTICLE VIII
REGISTERED AGENT

The initial registered agent of the Association shall be David R. Harman, Sr. The address of the initial registered office is 55 W. University Parkway, Orem, UT 84058

ARTICLE IX
LIMITATIONS ON LIABILITY

To the fullest extent allowable under the Act, a Director or Officer of the Association shall not be personally liable to the Association or its members for civil claims arising from acts or omissions made in the performance of his or her duties as a Director or Officer, unless the acts or omissions are the result of his or her intentional misconduct. The private property of the Directors and Officers of the Association shall not be liable for the obligations of the Association. To the fullest extent permitted by the Act, the Declaration and the Association's ByLaws, the Association shall indemnify each Director and Officer of the Association.

ARTICLE X
BYLAWS

The Board shall have the power to make such ByLaws as it deems proper for the management of the affairs of the Association. The regulation and management of the affairs of the Association shall be set forth in such ByLaws so long as the ByLaws are not inconsistent with these Articles or the Declaration.

ARTICLE XI
AMENDMENT

The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles by the affirmative vote of not less than sixty-seven percent (67%) of the voting interests of all of the Members so long as the Articles of Incorporation as amended contain only such provisions as are lawful under the Act and so long as the Articles of Incorporation as amended shall not be contrary to or inconsistent with any provision of the Declaration.

ARTICLE XII
DISSOLUTION

The Association may be dissolved only upon termination of the Declaration and with the assent given in a written instrument signed by sixty-seven percent (67%) of the Members. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 90 days in advance of any action taken. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency or agencies or utility or utilities to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any nonprofit Association, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association land shall be effective to divest or diminish any right, title or easement of any Member vested in him under the Declaration, unless made in accordance with the provisions of the Declaration.

ARTICLE XIII
INCORPORATOR

The name and address of the incorporator of the Association is as follows:
Davis-Harman Development, LLC, 55 West University Parkway, Orem, UT

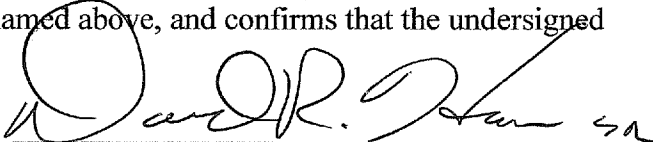
Dated this 15th day of October, 2013



David R. Harman, Sr., Incorporator
On behalf of Davis-Harman Development, LLC

CERTIFICATE OF REGISTERED AGENT

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above, and confirms that the undersigned meets the requirements of the Act.



David R. Harman, Sr., Registered Agent
55 West University Parkway, Orem, UT 84058

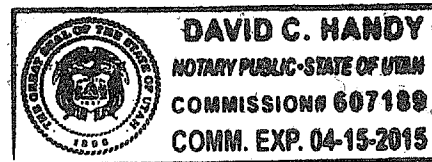
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of UTAH)

The foregoing instrument was acknowledged before me this day, October 15, 2013, by David R. Harman, in his capacity as Trustee of the DAVID R. HARMAN TRUST, which Trust is a Member of DAVIS-HARMAN DEVELOPMENT, LLC, and is signing on behalf of DAVIS-HARMAN DEVELOPMENT, LLC.

David C. Handy
Notary Public

My Commission Expires: 04-15-2015
I reside at: 168 W. 620 S., Orem, UT 84058



PLAT "A"
Legal Description for APN: 14:022:0238

Commencing 6.95 chains East and 9 chains South from the Northwest corner of the Northwest Quarter of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 9.424 chains; thence East 1.515 chains; thence North 9.424 chains; thence West 1.515 chains to the point of beginning.

Less and Excepting therefrom:

Beginning at a point on the South line of Main Street, American Fork, Utah, said point being North 89 degrees 32' 54" East 229.69 feet along the Section line and South 580.97 feet from the Northwest Corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 degrees 28' 58" East 231.10 feet along said South line; thence South 1 degree 47' 57" East 331.09 feet along a fence line; thence South 88 degrees 40' 54" West 10.42 feet along a fence line; thence South 0 degrees 47' 48" East 323.48 feet along a fence line; thence South 88 degrees 19' 23" West 223.09 feet along a fence line; thence North 1 degree 48' 52" West 88.33 feet along a fence line; thence North 88 degrees 24' 37" East 5.81 feet along a fence line; thence North 1 degree 33' 12" West 575.00 feet along a fence line to the point of beginning.

Less and Excepting Well Right #55-640

Subject to:

Boundary Line Agreement recorded on March 31, 1999, as Entry No. 37210, in Book 5030, at Page 605 of official records which reads: Beginning at a point on the West line of 1100 East Street, American Fork, which point lies North 89°32'54" East 1052.58 feet, along the Section line and South 1218.40 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and thence South 89°46'35" West 587.74 feet along a fence; thence South 0°47'48" East 23.47 feet along a fence; thence South 88°19'23" West 223.09 feet along a fence; thence South 1°44'05" East 147.50 feet along a fence; thence South 1°11'33" East 181.45 feet along a fence; thence South 0°30'38" East 226.89 feet along a fence; thence South 77°38'17" East 132.53 feet along a fence; thence South 76°53'14" East 80.35 feet along a fence; thence North 64°57'00" East 32.92 feet along a fence; thence North 0°50'06" West 256.95 feet along a fence; thence South 89°41'28" East 562.91 feet along a fence to the West line of said 1100 East Street; thence North 0°21'27" East 155.87 feet along said street; thence North 0°31'45" East 33.66 feet along said street; thence North 0°42'84" East 177.37 feet along said street to the point of beginning

PLAT "B"
Legal Description for APN: 14:022:0241

Beginning at a point on the South line of Main Street, American Fork, Utah, said point being North $89^{\circ}32'54''$ East 229.69 feet along the Section line and South 580.97 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South $89^{\circ}28'58''$ East 231.10 feet along said South line; thence South $01^{\circ}47'57''$ East 331.09 feet along a fence line; thence South $88^{\circ}40'54''$ West 10.42 feet along a fence line; thence South $00^{\circ}47'48''$ East 323.48 feet along a fence line; thence South $88^{\circ}19'23''$ West 223.09 feet along a fence line; thence North $01^{\circ}48'52''$ West 88.33 feet along a fence line; thence North $88^{\circ}24'37''$ East 5.81 feet along a fence line; thence North $01^{\circ}33'12''$ West 575.00 feet along a fence line to the point of beginning.