

ARTICLES OF INCORPORATION

OF

ANTHEM AT THE RANCHES HOMEOWNERS ASSOCIATION, INC.

A Utah Nonprofit Corporation

ENT 28134:2004 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Mar 12 12:51 pm FEE 90.00 BY KM
RECORDED FOR US TITLE UTAH
ELECTRONICALLY RECORDED

MONTE KINGSTON, the undersigned natural person over the age of twenty-one years, acting as incorporator of a non-profit corporation pursuant to the Utah Nonprofit Corporation and Co-Operative Association Act, hereby adopts the following Articles of Incorporation for such nonprofit corporation.

09-09-03P01:10 RCVD

ARTICLE I
NAME

The name of the nonprofit corporation is Anthem at the Ranches Homeowners Association, Inc., hereinafter referred to as the "Association."

ARTICLE II
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions – Anthem at the Ranches Subdivision, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Articles of Incorporation.

ARTICLE III
DURATION

The Association shall exist perpetually, or until dissolved pursuant to law.

ARTICLE IV
PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing Anthem at the Ranches Subdivision, hereinafter referred to as the "Project," which is located upon real property in the City of Eagle Mountain, Utah County, State of Utah, as described in the Declaration.

Date: 09/09/2003
Receipt Number: 964735
Amount Paid: \$24.00

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration, which document is to be recorded in the office of the County Recorder of Utah County, State of Utah. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, Trustees, or Officers of the Association, except as otherwise provided herein, in the Declaration, or under Utah law. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used herein.

ARTICLE V POWERS

Subject to the purposes declared in Article IV above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charges and assessments provided for in the Declaration;

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell, and dispose of any and all kinds and characters of real, personal, and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, to exercise all rights, powers, and privileges appertaining thereto; and

(c) The power to do any and all things that a non-profit corporation may now or hereafter do under the laws of the State of Utah.

ARTICLE VI MEMBERSHIP

The members of the Association shall be all of the record owners of the Lots in the Project, as such owners are shown on the records of the County Recorder of Utah County, State of Utah. The term record owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Lot or any part thereof is encumbered (unless such mortgagee, trustee, or beneficiary has acquired title for other than security purposes), but shall include persons or entities purchasing a Lot under contract. If record ownership of a Lot in the Project is jointly held, the Membership appertaining to such Lot shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each Membership in the Association shall be appurtenant to and shall not be separated from the

Lot to which it relates. No person or entity other than an owner of a Lot in the Project may be a Member of the Association.

**ARTICLE VII
MEMBERSHIP CERTIFICATES**

The Association may, but shall not be required to, issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Lot to which such Membership appertains and shall cease immediately and automatically upon an Owner ceasing to be a record owner of such Lot.

**ARTICLE VIII
VOTING RIGHTS**

The vote attributable to and exercisable by Members in connection with a Lot shall be one (1) vote per Lot, subject to the Declarant's rights under section 9.02(B) of the Declaration. If a Membership is jointly held, any or all holders thereof may attend any meetings of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the Members as provided in the Declaration, the voting requirements and proportions shall be as set forth in the Declaration. Cumulative voting is not permitted.

**ARTICLE IX
ASSESSMENTS**

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

**ARTICLE X
PRINCIPAL OFFICE AND REGISTERED AGENT**

The address of the initial principal office of the Association is 4128 East Clubhouse Drive, Eagle Mountain, Utah 84043, and the name of the initial registered agent of the Association at such address is Monte Kingston.

**ARTICLE XI
BOARD OF TRUSTEES**

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than three (3) nor more than seven (7) Trustees, as prescribed in the Bylaws and the Declaration. Eagle Mountain Links, LLC, its successors and assignees, shall have the exclusive right to appoint and to remove all members of the Board of Trustees of the Association until the expiration of the time period referred to in the Declaration. Subject to the requirements as set forth in the Declaration, Trustees may, but need not be, Members of the Association. The number of Trustees constituting the initial Board of Trustees shall be three (3). The names and addresses of the persons who are to serve as the initial Trustees and until the successors of such Trustees are elected or appointed and shall qualify are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Monte Kingston	Eagle Mountain Links, LLC 4128 East Clubhouse Drive Eagle Mountain, Utah 84043
2.	Shawn Dahl	Ames Construction, Inc. 2000 Ames Drive Burnsville, Minnesota 55306
3.	Gregory Neff	Ames Construction, Inc. 3737 W. 2100 S. West Valley City, UT 84120

**ARTICLE XII
MANAGER**

To the extent provided in the Declaration, the Board of Trustees may by written contract delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are properly delegable.

**ARTICLE XIII
BYLAWS, RULES, AND REGULATIONS**

The Board of Trustees may adopt, amend, repeal, and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Project, to the extent that the same are not inconsistent with these Articles of Incorporation or the Declaration.

**ARTICLE XIV
INCORPORATOR**

The name and address of the incorporator of the Association is as follows:

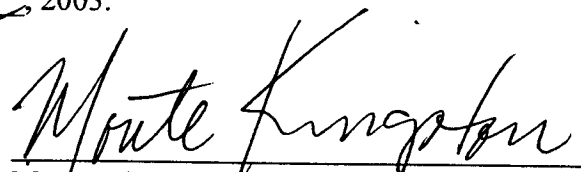
Monte Kingston

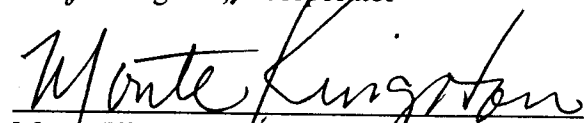
Monte Kingston
Eagle Mountain Links, LLC
4128 East Clubhouse Drive
Eagle Mountain, Utah 84043

**ARTICLE XV
AMENDMENTS**

Except as otherwise provided by law or by the Declaration, these Articles of Incorporation may be amended in accordance with Utah law upon the affirmative vote of not less than seventy five percent (75%) of the voting power of the Members of the Association, with the votes of Class B Members being given the weight afforded them in Section 9.02(B) of the Declaration.

DATED this 9th day of September, 2003.


Monte Kingston, Incorporator


Monte Kingston, Registered Agent

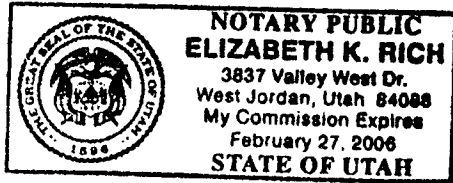
VERIFICATION

STATE OF UTAH)

COUNTY OF Salt Lake

On the 9th day of September, 2003, personally appeared before me Monte Kingston, who being by me duly sworn did say that he is the incorporator of Anthem at the Ranches Homeowners Association, Inc., that he signed the foregoing Articles of Incorporation of Anthem at the Ranches Homeowners Association, Inc. as incorporator of such nonprofit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of September, 2003.



Elizabeth K. Rich
Notary Public
Residing at: Salt Lake County

My Commission Expires:
2/27/2006

Lots 1-69, ANTHEM AT THE RANCHES SUBDIVISION PHASE 1, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Tax Id 34-376-Lot#