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**ARTICLES OF INCORPORATION**  
**OF**  
**COTTONWOOD SPRING VIEW**  
**OWNERS ASSOCIATION, INC.**

**COURTESY RECORDING**

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**ARTICLES OF INCORPORATION  
OF  
COTTONWOOD SPRING VIEW  
OWNERS ASSOCIATION, INC.**

The undersigned incorporator hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (as amended, the "Act") and adopts the following articles of incorporation ("Articles").

**Article 1  
NAME**

The name of the Corporation is Cottonwood Spring View Owners Association, Inc.

**Article 2  
DURATION AND MEMBERS—NO STOCK ISSUED**

The Corporation shall have perpetual existence. The Owners shall constitute the Members of the Corporation. Membership in the Project Association shall be mandatory and shall be appurtenant to the Lot in which the Member has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof. The Corporation shall not issue stock evidencing membership in the Corporation.

**Article 3  
PRINCIPAL OFFICE, REGISTERED OFFICE, REGISTERED AGENT, INCORPORATOR**

The address of the principal office and the registered office of the Corporation is 201 South Main, Suite 2015 Salt Lake City, Utah 84111. The Corporation's incorporator and registered agent is Rulon C. Gardner.

**Article 4  
DEFINITIONS**

- 4.1 **"Director"** means a member of the Project Management Committee.
- 4.2 **"Lot"** means "Residential Lot," as defined in Section 3.1 of the Project Declaration.
- 4.3 **"Master Declaration"** means the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Cottonwoods at Mountain Green, dated October 12, 2004, and recorded October 12, 2004, as Entry No. 97334 in Book 210 at Page 170 of the Official Records of Morgan County, Utah, as the same may be amended from time-to time.
- 4.4 **"Members"** means the Owners of the Lots in the Project Property.

4.5 **“Officers”** means such officers as the Project Management Committee may appoint to assist the Project Management Committee in managing the business and affairs of the Project Association.

4.6 **“Owners”** means the owners of the Lots.

4.7 **“Person”** means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

4.8 **“Plat”** means the final recorded plat of subdivision for the Project, titled [Spring View, a P.U.D. Subdivision, dated \_\_\_\_\_ and recorded on 7/12/2021, as Entry No. 157587 in Book 380 at Page 656 in the Official Records of Morgan County, Utah.]

4.9 **“Project Association”** means Cottonwood Spring View Owners Association, Inc., a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in the Project Declaration.

4.10 **“Project Bylaws”** means the bylaws of the Project Association.

4.11 **“Project Common Areas”** means Open Space Parcel A, identified on the Plat.

4.12 **“Project Declaration”** means the Declaration of Covenants, Conditions and Restrictions for Cottonwood Spring View, dated [INSERT], and recorded on [INSERT], as Entry No. [INSERT] in Book [INSERT] at Page [INSERT] in the Official Records of Morgan County, Utah.

4.13 **“Project Management Committee”** means the Management Committee of the Project Association.

4.14 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings attributed to them in the Project Declaration.

## **Article 5 EFFECT OF MASTER DECLARATION**

The Project Declaration, the Project Bylaws, the Project Association, and the Project Management Committee shall be subject to all of the terms and provisions of the Master Declaration.

## **Article 6 PURPOSES**

6.1 **Purposes.** The Project 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 Project Common Areas;
- (b) to provide certain facilities, services, and other benefits to the Members;
- (c) to administer and enforce the covenants, conditions, restrictions, reservations, and easements created by the Project Declaration;
- (d) to levy, collect, and enforce the assessments, charges, and liens imposed pursuant to the Project 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 Members or of any other Person, for facilities and services that serve the Project Association;
- (f) to take any action that it deems necessary or appropriate to protect the interests and general welfare of the Members;
- (g) to regulate and manage the Project Property; and
- (h) to execute and record, on behalf of all Members, any amendment to the Project Declaration or the Plat which has been approved by the vote or consent necessary to authorize such amendment.

**6.2 Powers.**

- (a) Unless expressly prohibited by law, the Project Declaration, or the Project Bylaws, the Project 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, the Project Declaration, or the Project Bylaws; and (iii) exercise all powers that may be exercised in Utah by nonprofit corporations.
- (b) Without in any way limiting the generality of Section 6.2(a), the Project 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 Members, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable and/or satellite television, and other utility services, (C) parking facilities, and (D) trash collection facilities and services for residential purposes only;
  - (ii) acquire, sell, lease, and grant easements over, under, across, and through the Project Common Areas that are reasonably necessary to the ongoing development and operation of the Project Property;
  - (iii) borrow money and grant security interests in the Project Common Areas and in the assets of the Project Association as collateral therefor;

- (iv) make capital improvements, repairs, and replacements to the Project Common Areas, including the private roadways; and
- (v) hire and terminate managers and other employees, agents, and independent contractors.

**6.3 Restrictions on Purposes and Powers.**

The purposes and powers of the Project Association described in Sections 6.1 and 6.2 are subject to the following limitations:

- (a) The Project 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.
- (b) No part of the net earnings of the Project Association shall inure to the benefit of any Member, except as expressly permitted in Section 6.3(c) with respect to the dissolution of the Project Association.
- (c) The Project Association shall not pay any dividends. No distribution of the Project Association's assets to Members shall be made until all of the Project Association's debts are paid, and then only upon the final dissolution of the Project Association as permitted in the Project Declaration. Upon payment of all of the Project Association's debts and final dissolution, any remaining assets of the Project Association shall be distributed among the Members in accordance with the terms and conditions of the Project Bylaws or in accordance with the Act.

**Article 7  
VOTING**

7.1 Votes attributable to each Lot may be voted in connection with issues presented to the Members for vote, whether participating in a meeting in person, by proxy, or by written ballot, in accordance with the Project Bylaws.

7.2 Members shall be entitled to one (1) vote for each Residence on each Lot in which the interest required for membership in the Project Association is held. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Residence.

7.3 If the Owners of a Lot cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Residence, 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 Lot, unless objection thereto is made by an Owner of that Lot (a) to the person presiding over the meeting at the time the vote is cast; or (b) in the case of a written ballot, in writing to the Project Management Committee, which writing must be received by the Project Management Committee no later than the time by which a ballot must be received by the Project

Association in order to be counted. If more than the number of allocated votes is cast for any particular Lot, 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.

**Article 8**  
**PROJECT MANAGEMENT COMMITTEE**

**8.1 Project Management Committee.**

(a) Except as otherwise provided in the Project Declaration, these Articles, and the Project Bylaws, the business and affairs of the Project Association shall be controlled, conducted, and managed by the Project Management Committee and by such Officers as the Project Management Committee shall elect or appoint in accordance with the Project Bylaws.

(b) The Project Management Committee may act on behalf of the Project Association in all cases, except to: (i) amend or terminate the Project Declaration; (ii) terminate the Project Association; (iii) elect Directors, other than to fill a vacancy for the unexpired portion of any Director's term; or (iv) determine the number, qualifications, powers, duties, or terms of office of Directors.

(c) The Project Management Committee shall consist of three Directors, elected by the Members. Terms of office of Directors shall be as set forth in the Project Bylaws.

**8.2 Initial Directors.** The names and addresses of the initial Directors are as follows:

Name	Address
Rulon C. Gardner	201 South Main, Suite 2015 Salt Lake City, Utah 84111
Mike Mellott	5928 Park Meadow Drive Mountain Green, UT 84050
Ryan Mellott	5928 Park Meadow Drive Mountain Green, Utah 84050

**Article 9**  
**LIABILITY AND INDEMNIFICATION**

**9.1 Limits on Directors' Liability.** To the fullest extent permitted by the Act, a Director shall not be liable to the Project Association or the Members for monetary damages for breach of fiduciary duty.

9.2 **Indemnification.** To the fullest extent permitted by the Act, the Project Association shall indemnify each Director and each Officer, employee, fiduciary, and agent of the Project Association.

9.3 **No Retroactive Application.** Any repeal or modification of this Section 9.1 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.

**Article 10**  
**PROJECT BYLAWS**

The initial Project Bylaws shall be adopted by the Project Management Committee. The Project Bylaws may contain any provisions for the regulation or management of the affairs of the Project Association that are not inconsistent with the Project Declaration or these Articles. Subject to the provisions of the Project Declaration, the Project Management Committee shall have the power to alter, amend, or repeal the Project Bylaws from time to time and to adopt new Project Bylaws. If, however, the Members make, amend, or repeal any provision of the Project Bylaws, the Project Management Committee shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action. The Members may make, amend, or repeal any Bylaw by an affirmative vote of no less than sixty-seven percent (67%) of the votes entitled to be cast by the Members participating in a meeting in person, by proxy, or by written ballot.

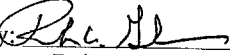
**Article 11**  
**AMENDMENT**

Except as limited by law or the Project Declaration, the Project Association may amend, alter, change, or repeal any provision contained in these Articles by an affirmative vote of no less than sixty-seven percent (67%) of the votes entitled to be cast by the Members participating in a meeting in person, by proxy, or by written ballot.

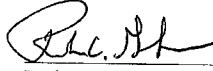


3<sup>rd</sup> The undersigned incorporator has executed these Articles of Incorporation as of March  
2021.

**Gardner Spring View, LLC**  
a Utah limited liability company

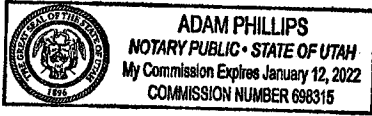
By:   
Name: Rulon C. Gardner  
Title: Manager

The undersigned hereby accepts appointment as registered agent for the Corporation.

  
Rulon C. Gardner

STATE OF UTAH }  
COUNTY OF MORGAN } §

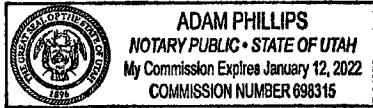
On the 3rd day of March, 2021, personally appeared before me RULON C. GARDNER who being by me duly sworn did say that he is the Manager of GARDNER SPRING VIEW, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.



Notary Public  
Residing at: Morgan, Ut  
Commission Expires: 1/12/22

STATE OF UTAH }  
COUNTY OF MORGAN } §

On this 3rd day of March, 2021, personally appeared before me RULON C. GARDNER, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn did say that he/she is the President of COTTONWOOD SPRING VIEW OWNERS ASSOCIATION, INC., and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or resolution of its Board of Directors, and said RULON C. GARDNER acknowledged to me that said corporation executed the same.



Notary Public  
Residing at: Morgan, Ut  
My commission expires 1/12/22

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

COTTONWOODS SPRING VIEW SUBDIVISION PHASE 7A

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah. Being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Silverleaf Drive, said point being North 00°12'38" West 1984.59 feet along the section line and North 89°47'22" East 2024.32 feet and running thence: North 89°54'51" East 191.02 feet; thence South 59°23'23" East 175.00 feet; thence southwesterly 45.81 feet along the arc of a 227.50-foot radius non-tangent curve to the right (center bears North 59°23'23" West and the long chord bears South 36°22'42" West 45.73 feet with a central angle of 11°32'10"); thence South 58°23'46" East 326.52 feet; thence North 31°36'14" East 42.97 feet; thence South 58°23'46" East 175.00 feet; thence South 31°36'14" West 10.15 feet; thence South 58°23'46" East 250.63 feet; thence North 16°40'58" East 59.26 feet; thence North 06°35'41" East 175.31 feet; thence East 298.87 feet to that certain boundary line agreement described in Entry No. 91580 in Book 191 Page 0470 of Morgan County Records; thence South 08°00'08" West 1034.66 feet; thence North 80°14'06" West 313.93 feet; thence North 54°34'00" West 354.07 feet; thence North 66°08'58" West 811.74 feet to said easterly right-of-way line of Silverleaf Drive; thence along said easterly right-of-way line the following nine (9) courses and distance: (1) Northerly 100.15 feet along the arc of a 230.00-foot radius non-tangent curve to the left (center bears North 66°08'58" West and the long chord bears North 11°22'36" East 99.36 feet with a central angle of 24°56'52"); (2) North 01°05'50" West 140.21 feet; (3) Northerly 25.88 feet along the arc of a 367.00-foot radius tangent curve to the right (center bears North 88°54'10" East and the long chord bears North 00°55'23" East 25.88 feet with a central angle of 04°02'27"); (4) Northeasterly 25.38 feet along the arc of a 15.00 feet radius curve to the right (center bears South 87°03'23" East and the long chord bears North 51°24'39" East 22.46 feet with a central angle of 96°56'05"); (5) North 09°52'42" East 55.00 feet; (6) Northwesterly 25.38 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 09°52'42" East and the long chord bears North 31°39'15" West 22.46 feet with a central angle of 96°56'05"); (7) Northerly 72.04 feet along the arc of a 367.00-foot radius curve to the right (center bears South 73°11'13" East and the long chord bears North 22°26'11" East 71.92 feet with a central angle of 11°14'48"); (8) North 28°03'35" East 144.53 feet; (9) Northerly 162.25 feet along the arc of a 433.00 feet-foot radius tangent curve to the left (center bears North 61°56'25" West and the long chord bears North 17°19'30" East 161.30 feet with a central angle of 21°28'09") to the Point of Beginning.

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