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AMENDED
ARTICLES OF INCORPORATION OF
WILLOW RUN RESORT OWNERS ASSOCIATION

After giving thirty days notice and upon the vote of seventy-five percent (75%) of its members required under Article VIII below, WILLOW RUN HOME OWNERS ASSOCIATION, a Utah corporation, hereby amends its Articles of Incorporation, as previously amended, pursuant to the provisions of Utah Code Ann. §16-6-53.5.

ARTICLE I

Name: The name of the corporation is hereby changed to WILLOW RUN HOMEOWNERS ASSOCIATION, hereinafter, for convenience referred to as the "Association."

ARTICLE II

Purpose and Powers. This Association does not contemplate pecuniary gain or profit to the members thereof. No part of the income of the Association will be distributable to its members, trustees, or officers, no part of its earnings may inure to the benefit of any private shareholder or individual and all income collected shall be used solely to meet its losses and operating expenses.

The specific purposes for which it is formed are:

- (a) to provide for maintenance, preservation and architectural control of the residence Lots, Units and common area within Willow Run Resort Phases I-V, residential condominium and planned unit developments, located in St. George, Utah, as the same may be constituted from time to time;
- (b) to promote the health, safety and welfare of the residents within the above-described development and any additions thereto as may hereafter be brought within the jurisdiction of the Association; and
- (c) to promote the social welfare and meet recreational needs of the members and for other purposes not for profit.

For the purpose, the Association shall have the power to:

- (a) exercise all the powers and privileges and to perform all of the duties and obligations of the Association and enforce any and all covenants, restrictions and agreements applicable to the common area, Units and Lots of the development as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to Willow Run Resort Phases I-V and recorded or to be recorded in the Office of the Washington County Recorder, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but

not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain, real or personal property in connection with the affairs of the Association;
- (d) abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly by the Association, but only as provided in the Declaration;
- (e) borrow money and with the prior written assent of the members, as provided in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its other real or personal property as security for money borrowed or debts incurred;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, as provided in the Declaration;
- (g) purchase insurance upon the common area and insurance for the protection of the Association and its members;
- (h) reconstruct improvements after casualty loss and carry out the further improvement of the property;
- (i) make and amend reasonable regulations respecting the use of the common area;
- (j) enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the common area;
- (k) contract for the management of the common area and delegate to such manager all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Trustees or the membership of the Association, and
- (l) employ personnel to perform the services required for proper operation of the common area;
- (m) make and perform any contracts and to do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein; and
- (n) have and exercise any and all powers, rights, and privileges which a corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act by law may now or hereafter have or exercise.

ARTICLE III

UNCCAA and Bylaws: The affairs of the corporation shall be conducted in accordance with the Revised Nonprofit Corporation Act and bylaws adopted and amended from time to time, by its Board of Trustees.

ARTICLE IV

Membership and Voting Rights: Every person or entity who is a record owner of any Lot or Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit that is subject to assessment by the Association. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity. All members shall be entitled to one vote for each Lot

or Unit owned. When more than one person holds an interest in any Lot or Unit, the group of such persons shall be a member. The vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Unit. The Association shall issue certificates evidencing membership, and shall be authorized to issue 150 such certificates.

ARTICLE V

Governing Board of Directors/Trustees: The affairs of this Association shall be managed by a Governing Board of Directors comprised of seven (7) trustees who must be members of the Association. When a vote is held to determine who will be on the trustees for the Governing Board of Directors at the annual meeting (or at any special meeting held for this purpose), the number of trustees may be modified without any amendment being made to these Articles of Incorporation provided that there shall never be less than five (5) trustees without an amendment being made to the Articles of Incorporation. Meetings of the Board shall be open to all members.

ARTICLE VI

Officers: The Association's affairs shall be administered by officers elected at the first meeting of the Board of Trustees following the annual members' meeting. Such officers shall serve at the pleasure of the Board of Trustees.

ARTICLE VII

Indemnification: Every trustee, committeeman, and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a trustee, committeeman, or officer of the Association, whether or not he is a trustee, committeeman, or officer at the time such expenses are incurred, except when the trustee, committeeman or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of trustees approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such trustee, committeeman, or officer may be entitled.

ARTICLE VIII

Amendments: Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE IX

Duration. The existence of this corporation shall be perpetual.

ARTICLE X

Incorporator: The name and address of the incorporator is Jay Ence, 260 West St. George Blvd., St. George, Utah, 84770.

ARTICLE XI

Initial Registered Agent and Initial Registered Office. The address of the initial registered office of the Association shall be 260 West St. George Blvd.. The name of the initial registered agent at the same address as the initial registered office is Jay Ence.

ARTICLE XII

Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII

Right of Inspection. All books and records of the Association may be inspected for any proper purpose at any reasonable time by any member of the Association and any first Mortgagee or beneficiary of the first trust deed or each lien holder with first priority with respect to any Lot or Unit.

These Amended Articles of Incorporation were approved and adopted by a resolution of the Board of Directors of the Willow Run Resort Owners Association after being approved by 75% of its members on the following date:

October _____, 2006.

WILLOW RUN RESORT OWNERS ASSOCIATION,
A Utah nonprofit corporation

By *Merle E. Cole*
MERLE E. COLE
President (Print Name: _____)

By _____
Secretary (Print Name: _____)

*Signed before me
this date of November 16, 06
Tracy Winningham*

