

AMENDED ARTICLES OF INCORPORATION
OF
KINESAVA HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the The Laws of the State of Utah, the undersigned, all of whom are residents of Utah and all of whom are of full age have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is KINESAVA HOMEOWNERS ASSOCIATION, INC. (KHAI), hereafter called the "Association"

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 1942 South Zion Park Boulevard, Springdale, Utah, 84767.

ARTICLE III
REGISTERED AGENT

Charles Y. Warner, whose address is 150 So. Mountainway Drive, Orem, Utah 84058, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
DEFINITIONS

Section 1. "KHAI" or "Association" shall mean and refer to Kinesava Homeowners Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Interest which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Interest" shall mean and refer to an undivided interest in any Lot resulting from ownership in a condominium dwelling unit thereon.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Interests and Common Areas within that certain tract of property described as:

Kinesava Residential Planned Unit Development, as described on the official plat maps, and that certain Declaration appurtenant thereto on file with the Washington County Recorder's Office,

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Washington County Recorder and 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 by any lawful means, 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 all licenses, taxes or governmental charges levied or imposed against the property of the Association; and for any and all charges and assessments pertaining to assessments for capital improvements and ties, provided that such assessments for capital improvements and amenities shall have been approved by affirmative vote of 2/3 of each class of membership in an annual or special meeting of the members, held in accordance with the requirements of the By-Laws of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

(g) have and to exercise any and all rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Interest which is subject by covenants of record to assessment by the Association, including contract sellers, 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 be separated from ownership of any Lot or Interest which is subject to assessment by the Association. Membership and ownership may be sold and transferred only as set forth in the By-Laws.

ARTICLE VII VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Interest owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot or Interest 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 Interest.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or Interest owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) at 12 midnight MST on December 31, 1998.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) to nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association, but may not exceed a total of nine (9). The names and addresses of the persons who are to act in the capacity of the directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Charles Y. Warner	1386 East Springdell Drive Provo, UT 84604
David F. Adams	6185 So. Vinefield Lane #68 Salt Lake City, UT 84121
T. Neal Tackach	P. O. Box 414 Springdale, UT 84767

At the first annual meeting the members shall elect up to three directors for a term of one year, up to three directors for a term of two years and up to three directors for a term of three years; and at each annual meeting thereafter the members shall elect (up to three directors) for terms of three years.

ARTICLE IX
INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles Y. Warner	1386 East Springdell Drive Provo, UT 84604
David F. Adams	6185 So. Vinefield Lane #68 Salt Lake City, UT 84121
Michael B. James	462 North 800 West Lindon, UT 84062

ARTICLE X
DISSOLUTION, ANNEXATIONS, MERGERS AND CONSOLIDATIONS, MORTGAGING OF
COMMON AREA, DEDUCTION AND AMENDMENTS

The Association may be dissolved with the assent given in writing and signed by all of the members of each class. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed equally among the members.

ARTICLE XI
DURATION

The corporation shall exist perpetually.

ARTICLE XII

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Utah, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of January, 1987.

Charles Y. Warner

David F. Adams

Michael B. James
STATE OF UTAH
COUNTY OF UTAH

I, _____, a notary public hereby certify that on the 5th day of January, 1987, personally appeared before me Charles Y. Warner, David F. Adams, and Michael B. James who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

DATED this 5th day of January, 1987.

Notary
My commission expires: _____
Residing at: _____