

Hereby certify that the foregoing has been filed and approved on the 08 day of Jul, 1998 in the office of this Division and hereby issue this Certificate thereof.

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JUL - 8 1998

Examiner Davidson Date 7-8-98

**Articles of Incorporation
for**

Utah Div. of Corp. & Comm. Cor



LORENA P. RIZZO
DIRECTOR/DIRECTOR

Wild Willow Horse Owners Association

In compliance with the requirements of the Utah Nonprofit Corporation and Co-operative Association Act, U.C.A. § 16-6-18 et seq., 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

The name of the corporation is the Wild Willow Horse Owners Association, hereafter called the "Association".

Article II

The duration of the Association shall be perpetual.

Article III

The Association does not contemplate pecuniary gain or profit to its members and is therefore organized as a non-profit corporation. The Association is formed for the purpose of holding title to the Horse Exercise Areas and the easements to the Bridal Path in Phase II of the Wild Willow subdivision, in Francis, Utah, and to maintain, preserve, improve, and safeguard those property rights to the full extent established by the Declaration of Covenants, Conditions, and Restrictions for Phase II of the Wild Willow subdivision, as recorded in the Summit County Recorder's Office, including without limitation:

A) 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, insurance, taxes or governmental charges levied or imposed against the property of the Association;

B) 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;

C) 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 (unless otherwise restricted by easements) in connection with the affairs of the Association;

D) dedicate, sell, or transfer all or any part of the Property of the Association to any public agency, authority, or utility (unless otherwise restricted by easements) 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;

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

F) enact and amend Bylaws for the Association;

G) exercise any and all powers, rights, and privileges which a corporation organized under U.C.A. § 16-6-1 et seq. By law may now or hereafter have or exercise.

Article IV.

Every person or entity who is a record owner ("Owner") of a fee or undivided fee interest in any of the following lots ("Lot") in Phase II of the Wild Willow subdivision:

Lots A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A14, A19, A20, A21, A22, A23, A24, A25, A26, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, D9, D10, D11, D12, D13, D14

which are 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 not be separated from ownership of any Lot which is subject to assessment by the Association.

Article V

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant of the Covenants, Conditions, and Restrictions, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: The Class B member shall be the Declarant of the Covenants, Conditions, and Restrictions, and shall be entitled to three (3) votes for each Lot 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) On March 31, 2008.

Article VI

The affairs of the Association shall be managed by a Board of Trustees, initially numbering three, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

Christopher L. Burton
1363 East Second Ave.
Salt Lake City, UT 84103

Elizabeth M. Burton
1363 East Second Ave.
Salt Lake City, UT 84103

Arthur J. Miller
1150 East 2200 South
Bountiful, UT 84010

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

Article VII

The incorporator for this Association is Arthur J. Miller, whose street address is: 1150 East 2200 South, Bountiful, Utah.

Article VIII

The initial registered office and principal place of business of the Association is 1363 East Second Ave., Salt Lake City, Utah. This office may be changed at any time by the governing board without amendment to these Articles of Incorporation. The initial registered agent for the Association is Arthur J. Miller, 1150 East 2200 South, Bountiful, UT ____.

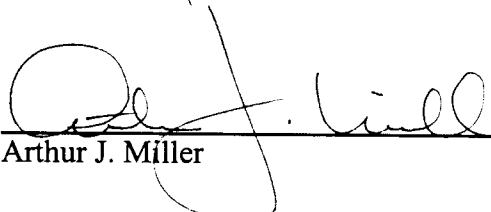
Article IX

The Association may be dissolved with the assent given in writing and signed by members owning not less than two-thirds (2/3) vote for each class of 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Article X

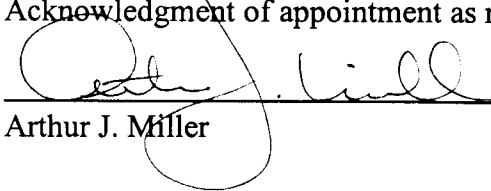
Amendment of these Articles shall require the assent of members owning seventy-five percent (75%) of the votes of the entire membership.

In witness whereof, for the purpose of forming this corporation under the laws of the State of Utah, I, the undersigned, constituting the incorporator(s) of this Association, have executed these Articles of Incorporation this 28th day of May, 1998.



Arthur J. Miller

Acknowledgment of appointment as registered agent:



Arthur J. Miller