

RECEIVED

SEP 01 2004

UT. DIV. OF CORP. & COMM. CODE

ARTICLES OF INCORPORATION
OF
MAPLES PHASE 8 & 10 HOMEOWNERS ASSOCIATION, INC.

A Utah Non-Profit Corporation



The undersigned natural person over the age of 21 years, acting as incorporator of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act (Section 16-6-18 through 16-6-111, Utah Code Annotated (1953), hereby adopts these Articles of Incorporation for such Corporation.

The name of the Corporation is Maples Phase 8 & 10 Homeowners Association, Inc. The Corporation shall continue in existence perpetually unless dissolve or otherwise terminated according to law.

I. DEFINITIONS

When used in these Articles, the following terms shall have the meaning indicated:

1. Articles shall mean and refer to these Articles of Incorporation of Maples Phase 8 & 10 Homeowners Association, Inc.

2. Association shall mean and refer to Maples Phase 8 & 10 Homeowners Association, Inc., the Utah non-profit corporation which is created by the filing of these Articles.

3. Member shall mean and refer to every person who holds membership in the Association.

4. Developer shall mean and refer to Maples at Jordan Hills, L.L.C., a Utah limited liability company, its successor and assigns.

5. Property shall mean and refer to the entirety of the following-described tract of real property, situated in West Jordan City, Salt Lake County, State of Utah:

Lots 1001 through 1063, inclusive, and designated and the Homeowners Association Open Space shown on the plat entitled, "Final Plat for the Maples @ Jordan Hills, Phase 10" to be recorded among the Recorder's Office of Salt Lake County, Utah, and any additional property designated by the Developer.

6. Plat shall mean and refer to the subdivision plat covering the Property, entitled "Final Plat for the Maples @ Jordan Hills, Phase 10" executed and acknowledged by Developer, prepared and certified by Robert Baker of Ward Engineering registered Utah Land Surveyor holding Certificate No. 172816 and filed for record in the Office of the County Recorder of Salt Lake County, Utah, on or about the date that these Articles are filed with the office of the Secretary of State of Utah and any plats recorded among the Recorder's Office in substitution there for or amendment thereof, plus any plats hereafter recorded among the Recorder's Office of any Additional Property that may hereafter expressly be made subject to the Declaration by an instrument in writing, duly executed, and recorded among the Recorder's Office.

7. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions of Maples Phase 8 & 10 Homeowners Association, Inc." executed and acknowledged by Developer and filed for record in the Office of the County Recorder of Salt Lake County, Utah, concurrently with the filing of the Plat.

8. Lot shall mean and refer to any of the separately number and individually described plots of land shown on the Plat.

Date: 09/01/2004
Receipt Number: 1238913
Amount Paid: \$22.00

09-01-04 AM 11:33 REC'D

9. Common Areas shall mean and refer to that part of the Property which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

10. Owner shall mean and refer to the person who is the owner of record (in the Office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a non-profit corporation for the purpose of maintaining and administering the Common Areas and any other areas described in the Declaration to be maintained by the Association, collecting and disbursing the assessments and charges provided for in the Declaration, and otherwise administering, enforcing, and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

2. Powers. The Association shall have all of the following powers conferred upon it by the Declaration and all powers allowed by law, including all powers referred to or described in Section 16-6-22, Utah Code Annotated (1953):

(a) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A members in the Corporation (except the Developer if the Developer is a Class A member) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(b) To dedicate, sell or otherwise transfer all or any part of the Common Areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A members in the Corporation (except the Developer if the Developer is a Class A member) agreeing to such dedication, sale or transfer.

(c) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon.

(d) To annex to the Property, at any time, and from time to time, other and additional residential property, open space and Common Areas, provided that any annexation of such other additional residential property, open space and Common Areas shall have the assent of two-thirds (2/3) of each Class of members of the Corporation, voting separately thereon, Except that the Developer may annex PHASE 8 which consists of Lots 801 through 858 without the assent of any of the Class A members.

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article II: (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its members, Directors, or officers or any other person; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

III. MEMBERSHIP AND VOTING RIGHTS

I. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be mandatorily, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

2. Voting Rights. The Association shall have the following-described two classes of voting membership:

Class A. Class A members shall be all Owners other than the Developer and Builder, as those terms are defined in the Declaration. Class A members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one (1) Class A vote exist with respect to any Lot.

Class B. The Class B member shall be the Developer and any Builder. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to a Class A membership on the first to occur of the following: (i) December 31, 2008; provided, however, that the Developer shall transfer control of the Association after 75% of the Units in the Association have been conveyed to Class A members; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional property is made subject to the Declaration, then the Class B membership shall be reinstated until December 31, 2010, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by Class B members.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the Office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the Office of the County Recorder of Salt Lake County, Utah. The address of a member shall be deemed to be the address of the Living Unit situated on such member's Lot unless the Association is otherwise advised.

5. Quorum. The quorum required for any action by the members, unless otherwise specifically set forth in these Articles, the Declaration or By-Laws, shall be as follows: At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Proxies. At any meeting of the members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven (11) months from the date of its execution.

7. Cumulative Voting. There shall be no cumulative voting.

8. Necessary Vote. Except as concerns the election of Directors and except with respect to those proposals which under these Articles, under the Declaration, or the By-Laws require a greater proportion for adoption, the affirmative vote of a majority of all votes which members present in person or represented by proxy are entitled to cast at a meeting, shall be sufficient for the adoption of any matter voted on by the members.

IV. BOARD OF DIRECTORS

1. Number. The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be members of the Association. A majority of the entire Board of Directors is authorized to increase the number of Directors to a maximum of nine (9). In addition, the Board may designate a representative to act for it.

2. Term of Office. From and after the first annual meeting of the members, the terms of office of the directors shall be staggered. At the first annual meeting the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the total number of directors for a term of three (3) years.

3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Utah law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

6. Initial Board. The persons who are to serve as Directors until the first annual meeting of members are as follows:

<u>Name</u>	<u>Address</u>
John Aldous	308 East 4500 South, Suite 200 Murray, Utah 84107
David Irwin	308 East 4500 South, Suite 200 Murray, Utah 84107
Grayson Blackham	308 East 4500 South, Suite 200 Murray, Utah 84107

V. MISCELLANEOUS

1. Duration and Dissolution. The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Utah, provided such dissolution shall first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed. Any dissolution authorized pursuant to this Section shall be accompanied by an officer's or director's certified statement that the required vote to dissolve the Corporation under this Section has occurred, which document shall be filed with the Secretary of State of Utah at the time of the dissolution.

2. Manager. The Association may carry out through a property manager any of its functions which are properly the subject of delegation. Any manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the property for the benefit of the Association, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

3. Registered Office and Agent. The registered office of the Association shall be located in Salt Lake City, Utah. The name and address of the initial registered agent and the registered office of the Association is as follows:

John Aldous
308 East 4500 South, Suite 200
Murray, Utah 84107

4. Amendment. Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership, provided, however, that the Federal Housing Administration, the Veterans Administration or the Department of Housing and Urban Development (collectively the "Federal Agencies"), or any successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any successor agencies thereto have approved the Property, or any part thereof, or any Lot, for federal financing by one of the Federal Agencies. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the Office of the Secretary of State of Utah appropriate Articles of Amendment, executed by the President or Vice-President of the Association, and also executed by the Developer and Builder should the Class B membership still exist, and shall then be approved by the Office of the Salt Lake County Attorney. In such Articles of Amendment, the President or Vice-President shall certify that the vote required by this section for amendment has occurred.

5. Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 6:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any member,

(b) The total number of votes required for authorization or approval under this Section 6 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the member having an interest therein shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new member to give or withhold his consent.

(d) Unless the consent of all members whose membership are appurtenant to the same Lot are secured, the consent of none of such members shall be effective.

6. Resolutions. The Board of Directors may adopt, amend, and repeal resolutions for regulation and management of the affairs of the Association not inconsistent with the Articles, the Declaration or law.

7. Construction. The captions which precede the various portions of these Articles are for convenience only, and shall in no way affect the manner in which any provisions hereof are construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof; and any gender shall include the other gender. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration, and should be read and construed in light of that fact and liberally construed so as to give effect to all of the purposes of both instruments. To the extent the provisions of the Utah Non-Profit Corporation and Cooperative Association Act (Sections 16-6-18 through 16-6-III Utah Code Annotated (1953)), and any modifications, amendments, and additions thereto are inconsistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

8. Approval of Federal Agencies. As long as there is a Class B member, if any of the Federal Agencies or any successor agencies thereto, whether public or private, approve the Property or any part thereof for any lot therein for federally approved mortgage financing, the following actions will require the prior approval of the Federal Agencies: annexation of additional properties; mergers and consolidations; mortgaging of or dedication of any of the Common Areas; dissolution; and amendment of these Articles.

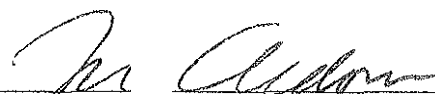
9. Incorporator. The name and address of the Incorporator is John Aldous, 308 East 4500 South, Suite 200, Murray, Utah 84107.

Dated this 1 day Sept 2004.



John Aldous, Incorporator

I HEREBY ACCEPT THE POSITION AS RESIDENT AGENT:



John Aldous, Resident Agent

- 29666

9282375
1/25/2005 4:42:V0 PM \$91.00
Book - 9087 i>g • 3269-3278
GaryW, Ott
Recorder, Salt Lake County, UT
US TITLE OF UTAH
BY: eCASH, DEPUTY - EF 10 P.

ARTICLES OF INCORPORATION

**THE MAPLES AT JORDAN HILLS PHASE 10
HOMEOWNERS ASSOCIATION, INC.**

A Utah Non-Profit Corporation

The undersigned natural person over the age of twenty-one (21) years, acting as incorporator of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act (Section 16-6-18 through 16-6-111, Utah Code Annotated (1953)), hereby adopts these Articles of Incorporation for such Corporation.

The name of the Corporation is The Maples At Jordan Hills Phase 10 Homeowners Association, Inc. The Corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

FIRST: The name of this corporation shall be:

THE MAPLES AT JORDAN HILLS PHASE 10 HOMEOWNERS ASSOCIATION, INC.

SECOND: The post office address of the principal place of business of this Corporation shall be located at 308 East 4500 South, Suite 200, Murray, Utah 84107.

THIRD: The purposes for which the Corporation are formed are as follows.:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common area and facilities within those certain tracts of property described in paragraph (a) of this Article Third, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings' of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within that parcel of land located in City of West Jordan, Salt Lake County, Utah, shown on the plats entitled, The Maples at Jordan Hills Phase 10 Final Plat@, recorded, or intended to be recorded among the Recorder's Office of Salt Lake County, Utah In Plat Book No. 2004p, Page 262.

As of the date hereof, the aforesaid parcel Includes those residential lots, open spaces and common areas, which are more particularly described In Exhibit A to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), made by The Maples at Jordan Hills, LLC, a Utah limited liability company, the Declarant, and recorded or intended to be recorded among the Recorder's Office of Salt Lake County, Utah, as the same may hereafter from time to time be amended, or extended to any. additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

to the Property (as hereinafter defined) and such additions thereto as may hereafter be brought within the Jurisdiction of the Corporation. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Property."

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, 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 Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to, raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A members in the Corporation (except the Declarant and Builder, if the Declarant and Builder are Class A members) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A members in the Corporation (except the Declarant and Builder, if the Declarant and Builder are Class A members) agreeing to such dedication, sale or transfer.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon.

(h) To annex to the Property, at any time, and from time to time, other and additional residential property, open space and common area, provided that any annexation of such other additional residential property, open space and common areas shall have the assent of two-thirds (2/3) of each Class of members of the Corporation, voting separately thereon.

(i) To have and to exercise any and all powers, rights and privileges which a non-stock corporation organized under the Laws of the State of Utah, by law, may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any

propaganda or otherwise attempt to influence any legislation or any public administrative action; (li) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property In such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now In force or hereafter amended.

FIFTH: The Corporation is not authorized to Issue any capital stock. Each record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Neighborhood, or In any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a member of the Corporation. Each member shall be designated as either a Class A member or Class B member. A description of each class of membership, with the voting rights and powers of each class, is as follows: •

(A) The Association shall have two (2) classes of voting membership:

(i) Class A: Except for the Declarant end Builder, who shell Initially be the Class B members, the Class A members shall be all Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation, shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, In all proceedings in which action shall be taken by members of the Association.

(ii) Class B: The Class B members shall be the Declarant and Builder. The Class B members shall be entitled to three (3)votes per Lot for each Lot owned by them, in all proceedings In which actions shall be taken by members of the Association. Notwithstanding anything contained herein to the contrary, each Builder shall be conclusively deemed during the Development Period:

(a) To have given the Declarant an Irrevocable and exclusive proxy entitling the Declarant, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs, which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;

(b) To have agreed with the Declarant that such proxy is given to and relied upon by the Declarant In connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(c) Such proxy shall cease with respect to the votes appurtenant to a Lot when a dwelling has been constructed on such Lot and legal title to such Lot Is conveyed to a person who Intends to occupy such dwelling as a residence.

(B) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, they shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articlces of Incorporation and/or By-Laws of the

Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

(C) Conversion: The Class B membership in the Association shall cease and be converted to Class A membership in the Association subject to being revived upon Additional Property being annexed to the Property pursuant to this Declaration, upon the earlier to occur of (i) December 31, 2010; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional property is made subject to the Declaration, then the Class B membership shall be reinstated until December 31, 2015, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by Class B members. The Declarant and Builder shall thereafter remain Class A members of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant or the Builder then holds the Interest otherwise required for Class A membership.

The term "owner" or "record owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a lot in the Neighborhood or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entireties, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

SIXTH: The affairs of the Association shall be managed initially by a Board of three (3) directors, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3), nor more than seven (7) directors. During the Development Period, or until their successors are duly chosen and qualified, the initial directors of the Association shall be John Aldous, David Irwin and Grayson Blackham. No director need be a

member of the Corporation.

From and after the first annual meeting of members, the term of office of the directors shall be staggered. At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third of the total number of directors for a term of three (3) years.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Utah, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, **If** there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership, provided, however, that the Federal Housing Administration, the Veterans Administration; the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, (collectively the "Federal Agencies"), or any successor agencies thereto, shall have the right to veto amendments while there is a Class 8 membership. If any such agency or any successor agencies thereto have approved the Neighborhood, or any part thereof, or any lot, for federal financing by one of the Federal Agencies.

NINTH: As long as there is a Class B member, if any of the Federal Agencies or any successor agencies thereto, whether public or private, approve the Neighborhood or any part thereof or any lot therein for federally approved mortgage financing, the following actions will require the prior approval of the Federal Agencies: annexation of additional properties; mergers and consolidations; mortgaging of or dedication of any of the Common Areas; dissolution; and amendment of these Articles.

TENTH: No director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

ELEVENTH: Each officer and director of the Association, in consideration of his or her

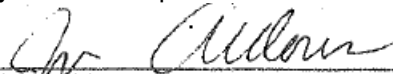
services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the members or otherwise.

TWELFTH:

{a) The registered office of the Association shall be located in Salt Lake City, Utah. The name and address of the Initial registered agent and the registered office of the Association is as follows:

John Aldous
308 East 4500 South, Suite 200
Murray, Utah 84107

{b) The name, address and signatory of the Incorporator is:



John Aldous, Incorporator
308 East 4500 South, Suite 200
Murray, Utah 84107

Dated this 20 day of January, 2005.

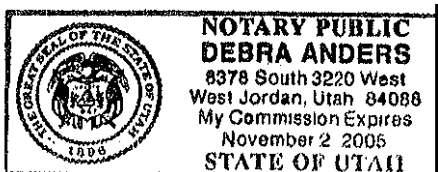
I HEREBY ACCEPT THE POSITION AS RESIDENT AGENT OF THE CORPORATION:




John Aldous, Resident Agent

STATE OF UTAH, CITY/COUNTY OF Salt Lake:

I HEREBY CERTIFY that on this 20th day of January, 2005, personally appeared before me JOHN ALDOUS, known to me, or suitably proven to be the person, who being duly sworn by me did say, that he is both the Incorporator and Resident Agent of The Maples at Jordan Hills Phase 10 Homeowners Association, Inc., a Utah non-profit corporation, and that he has executed the within Articles of Incorporation on behalf of the said corporation.





Notary Public

Residing at: 8378 S. 3220 W.

West Jordan, UT 84088

My Commission expires: Nov 2, 2005

. Exhibit A

DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF .
COVENANTS, CONDITIONS AND RESTRICTIONS

All of that real property situate and lying in the City of West Jordan, Salt Lake County, Utah, and more fully described as follows:

Lots: Lots numbered I00 I through and including I063, all as shown on the plat entitled, "Final Plat for The Maples at Jordan Hills Phase 10", recorded with the Recorder's Office on September 13, 2004, in Book No. 2004p, Page 262.

Common Areas: Those areas described on the attached Description dated 9-13-04 and also as shown on the plat entitled, "Final Plat for The Maples at Jordan Hills Phase 10", recorded with the Recorder's Office on September 13, 2004, in Book No. 2004p, Page 262.

Exhibit B

DESCRIPTION OF THE ADDITIONAL PROPERTY

All of that real property situate and lying in the City of West Jordan, Salt Lake County, Utah, and more fully described as follows:

Lots: Lots numbered ___ through and including ___, all as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. ___, Page ___.

Common Areas: Those areas depicted as _____, as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. ___, Page ___.

1001 20-27-451-019-0000
1002 20-27-451-020-0000
1003 20-27-451-028-0000
1004 20-27-451-027-0000
1005 20-27-451-026-0000
1006 20-27-451-025-0000
1007 20-27-451-017-0000
1008 20-27-451-018-0000
1009 20-27-451-015-0000
1010 20-27-451-016-0000
1011 20-27-451-024-0000
1012 20-27-451-023-0000
1013 20-27-451-022-0000
1014 20-27-451-021-0000
1015 20-27-451-013-0000
1016 20-27-451-014-0000
1017 20-27-456-020-0000
1018 20-27-456-019-0000
1019 20-27-456-013-0000
1020 20-27-456-014-0000
1021 20-27-456-015-0000
1022 20-27-456-016-0000
1023 20-27-456-022-0000
1024 20-27-456-021-0000
1025 20-27-456-024-0000
1026 20-27-456-023-0000
1027 20-27-456-017-0000
1028 20-27-456-018-0000
1029 20-27-456-012-0000
1030 20-27-456-011-0000
1031 20-27-456-005-0000
1032 20-27-456-006-0000
1033 20-27-456-003-0000
1034 20-27-456-004-0000
1035 20-27-456-010-0000
1036 20-27-456-009-0000
1037 20-27-456-008-0000
1040 20-27-456-002-0000
1041 20-27-458-011-0000
1042 20-27-458-002-0000
1043 20-27-458-003-0000
1044 20-27-458-012-0000
1045 20-27-458-013-0000
1046 20-27-458-004-0000
1047 20-27-458-005-0000
1048 20-27-458-014-0000

1049 20-27-458-015-0000
1050 20-27-458-006-0000
1051 20-27-458-007-0000
1052 20-27-458-016-0000
1053 20-27-458-008-0000
1054 20-27-458-009-0000
1055 20-27-458-010-0000
1056 20-27-457-001-0000
1057 20-27-457-002-0000
1058 20-27-457-004-0000
1059 20-27-457-003-0000
1060 20-27-457-005-0000
1061 20-27-457-006-0000
1062 20-27-457-008-0000
1063 20-27-457-007-0000

12-29-05

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.
Date: 12/29/05 Entry: 9282975
Submitted by: U.S. TITLE

ARTICLES OF INCORPORATION
THE MAPLES AT JORDAN HILLS PHASE 10
HOMEOWNERS ASSOCIATION INC.

A Utah Non-Profit Corporation

The undersigned natural person over the age of twenty-one (21) years, acting as incorporator of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act (Section 16-6-18 through 16-6-111, Utah Code Annotated (1953)), hereby adopts these Articles of Incorporation for such Corporation.

The name of the Corporation is The Maples At Jordan Hills Phase 10 Homeowners Association, Inc. The Corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

FIRST: The name of this corporation shall be:

THE MAPLES AT JORDAN HILLS PHASE 10 HOMEOWNERS ASSOCIATION, INC.

SECOND: The post office address of the principal place of business of this Corporation shall be located at 308 East 4500 South, Suite 200, Murray, Utah 84107.

THIRD: The purposes for which the Corporation are formed are as follows:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common area and facilities within those certain tracts of property described in paragraph (a) of this Article Third, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within that parcel of land located in City of West Jordan, Salt Lake County, Utah, shown on the plats entitled, The Maples at Jordan Hills Phase Phase 10 Final Plat@, recorded, or intended to be recorded among the Recorder's Office of Salt Lake County, Utah in Plat Book No. 2004p, Page 262.

As of the date hereof, the aforesaid parcel includes those residential lots, open spaces and common areas, which are more particularly described in Exhibit A to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), made by The Maples at Jordan Hills, LLC, a Utah limited liability company, the Declarant, and recorded or intended to be recorded among the Recorder's Office of Salt Lake County, Utah, as the same may hereafter from time to time be amended, or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

to the Property (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Property."

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, 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 Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A members in the Corporation (except the Declarant and Builder, if the Declarant and Builder are Class A members) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A members in the Corporation (except the Declarant and Builder, if the Declarant and Builder are Class A members) agreeing to such dedication, sale or transfer.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon.

(h) To annex to the Property, at any time, and from time to time, other and additional residential property, open space and common area, provided that any annexation of such other additional residential property, open space and common areas shall have the assent of two-thirds (2/3) of each Class of members of the Corporation, voting separately thereon.

(i) To have and to exercise any and all powers, rights and privileges which a non-stock corporation organized under the Laws of the State of Utah, by law, may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any

propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

FIFTH: The Corporation is not authorized to issue any capital stock. Each record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Neighborhood, or in any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a member of the Corporation. Each member shall be designated as either a Class A member or Class B member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(A) The Association shall have two (2) classes of voting membership:

(i) Class A: Except for the Declarant and Builder, who shall initially be the Class B members, the Class A members shall be all Owners holding title to one (1) or more Lots: provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation, shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B: The Class B members shall be the Declarant and Builder. The Class B members shall be entitled to three (3) votes per Lot for each Lot owned by them, in all proceedings in which actions shall be taken by members of the Association. Notwithstanding anything contained herein to the contrary, each Builder shall be conclusively deemed during the Development Period:

(a) To have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs, which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;

(b) To have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(c) Such proxy shall cease with respect to the votes appurtenant to a Lot when a dwelling has been constructed on such Lot and legal title to such Lot is conveyed to a person who intends to occupy such dwelling as a residence.

(B) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, they shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the

Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

(C) Conversion: The Class B membership in the Association shall cease and be converted to Class A membership in the Association subject to being revived upon Additional Property being annexed to the Property pursuant to this Declaration, upon the earlier to occur of (i) December 31, 2010; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional property is made subject to the Declaration, then the Class B membership shall be reinstated until December 31, 2015, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by Class B members. The Declarant and Builder shall thereafter remain Class A members of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant or the Builder then holds the interest otherwise required for Class A membership.

The term "owner" or "record owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a lot in the Neighborhood or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entireties, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

SIXTH: The affairs of the Association shall be managed initially by a Board of three (3) directors, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3), nor more than seven (7) directors. During the Development Period, or until their successors are duly chosen and qualified, the initial directors of the Association shall be John Aldous, David Irwin and Grayson Blackham. No director need be a

member of the Corporation.

From and after the first annual meeting of members, the term of office of the directors shall be staggered. At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third of the total number of directors for a term of three (3) years.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Utah, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership, provided, however, that the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, (collectively the "Federal Agencies"), or any successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any successor agencies thereto have approved the Neighborhood, or any part thereof, or any lot, for federal financing by one of the federal Agencies. •

NINTH: As long as there is a Class B member, if any of the Federal Agencies or any successor agencies thereto, whether public or private, approve the Neighborhood or any part thereof or any lot therein for federally approved mortgage financing, the following actions will require the prior approval of the Federal Agencies: annexation of additional properties; mergers and consolidations; mortgaging of or dedication of any of the Common Areas; dissolution; and amendment of these Articles.

TENTH: No director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

ELEVENTH: Each officer and director of the Association, in consideration of his or her

services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the members or otherwise.

TWELFTH:

(a) The registered office of the Association shall be located in Salt Lake City, Utah. The name and address of the initial registered agent and the registered office of the Association is as follows:

John Aldous
308 East 4500 South, Suite 200
Murray, Utah 84107

(b) The name, address and signatory of the Incorporator is:

John Aldous
John Aldous, Incorporator
308 East 4500 South, Suite 200
Murray, Utah 84107

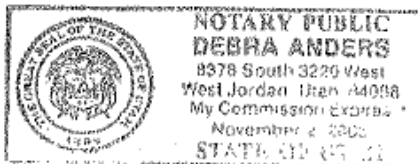
Dated this 20 day of January, 2005.

I HEREBY ACCEPT THE POSITION AS RESIDENT AGENT OF THE CORPORATION:

John Aldous
John Aldous, Resident Agent

STATE OF UTAH, CITY/COUNTY OF Salt Lake :

I HEREBY CERTIFY that on this 20th day of January, 2005, personally appeared before me JOHN ALDOUS, known to me, or suitably proven to be the person, who being duly sworn by me did say, that he is both the Incorporator and Resident Agent of The Maples at Jordan Hills Phase 10 Homeowners Association, Inc., a Utah non-profit corporation, and that he has executed the within Articles of Incorporation on behalf the said corporation.



Debra Anders (SEAL)
Notary Public

Residing at: 8378 S. 3220 W.

West Jordan, UT 84088

My Commission expires: Nov 2, 2005

Exhibit A

**DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

All of that real property situate and lying in the City of West Jordan, Salt Lake County, Utah, and more fully described as follows:

Lots: Lots numbered 1001 through and including 1063, all as shown on the plat entitled, "Final Plat for The Maples at Jordan Hills Phase 1 0", recorded with the Recorder's Office on September 13, 2004, in Book No. 2004p, Page 262.

Common Areas: Those areas described on the attached Description dated 9-13-04 and also as shown on the plat entitled, "Final Plat for The Maples at Jordan Hills Phase IO", recorded with the Recorder's Office on September 13, 2004, in Book No. 2004p, Page 262.

Exhibit B

DESCRIPTION OF THE ADDITIONAL PROPERTY

All of that real property situate and lying in the City of West Jordan, Salt Lake County, Utah, and more fully described as follows:

Lots: Lots numbered _____ through and including _____ all as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. ____ , Page ____ .

Common Areas: Those areas depicted as _____, as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. ____ , Page ____ .

1001 20-27-451-019-0000
1002 20-27-451-020-0000
1003 20-27-451-028-0000
1004 20-27-451-027-0000
1005 20-27-451-026-0000
1006 20-27-451-025--0000
1007 20-27-451-017-0000
1008 20-27-451-018-0000
1009 20-27-451-015--0000
1010 20-27-451-016-0000
1011 20-27-451-024-0000
1012 20-27-451-023-0000
1013 20-27-451-022-0000
1014 20-27-451-021-0000
1015 20-27-451-013-0000
1016 20-27-451-014-0000
1017 20-27-456-020-0000
1018 20-27-456-019-0000
1019 20-27-456-013-0000
1020 20-27-456-014-0000
1021 20-27-456-015-0000
1022 20-27-456-016-0000
1023 20-27-456-022-0000
1024 20-27-456-021-0000
1025 20-27-456-024-0000
1026 20-27-456-023-0000
1027 20-27-456-017-0000
1028 20-27-456-018-0000
1029 20-27-456-012-0000
1030 20-27-456-011-0000
1031 20-27-456-005-0000
1032 20-27-456-006-0000
1033 20-27-456-003-0000
1034 20-27-456-004-0000
1035 20-27-456-010-0000
1036 20-27-456-009-0000
1037 20-27-456-008-0000
1040 20-27-456-002-0000
1041 20-27-458-011-0000
1042 20-27-458-002-0000
1043 20-27-458-003-0000•
1044 20-27-458-012-0000
1045 20-27-458-013-0000
1046 20-27-458-004-0000
1047 20-27-458-005-0000
1048 20-27-458-014-0000

1049 20-27-458-015-0000
1050 20-27-458-006-0000
1051 20-27-458-007-0000
1052 20-27-458-016-0000
1053 20-27-458-008-0000
1054 20-27-458-009-0000
1055 20-27-458-010-0000
1056 20-27-457-001-0000
1057 20-27-457-002-0000
1058 20-27-457-004-0000
1059 20-27-457-003-0000
1060 20-27-457-005-0000
1061 20-27-457-006-0000
1062 20-27-457-008-0000
1063 20-27-457-007-0000