



SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RAINBOW CANYON HOMEOWNERS ASSOCIATION
(formerly known as Shadow Canyon Homeowners Association)

In accordance with Article Eleven of the Amended and Restated Articles of Incorporation of Shadow Canyon Homeowners Association and the Utah Revised Nonprofit Corporation Act, these Second Amended and Restated Articles of Incorporation of Rainbow Canyon Homeowners Association (“Articles”) were adopted and approved by at least two-thirds (2/3) of the members entitled to vote.

ARTICLE ONE.
NAME

The name of the corporation is RAINBOW CANYON HOMEOWNERS ASSOCIATION and is hereinafter referred to as the Association.

ARTICLE TWO.
DURATION

The duration of the Association is perpetual.

ARTICLE THREE.
PURPOSES

The Association is a nonprofit corporation as defined in the Utah Revised Nonprofit Corporation Act. The Association is not formed for pecuniary profit. The Association is organized and shall be operated exclusively for the following purposes:

- A. To enforce the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Rainbow Canyon (Formerly known as Shadow Canyon) (the “Declaration”), a residential subdivision (the “Development”), including all expansions, annexations, and amendments thereto, to assess members in accordance with the Declaration, to provide maintenance and preservation of the Common Area located in the Development, including where applicable, all recreational facilities located within the Development, all of which are located in the City of Hurricane, Washington County, Utah.
- B. The further purposes of the Association shall be to promote the health, safety, and welfare of the membership thereof and membership of any expansions, annexations, or additions thereto, as may hereafter be brought within the jurisdiction of the Association and for this purpose to:
 - 1. Meet the social and recreational needs of the members and for other purposes for profit as allowed by law and not for profit and to provide for the mutual and cooperative management and operation of the Development, all material income

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 16 day of Aug 2023
In this office of this Division and hereby issued
This Certificate thereof.

Examiner KN Date 08/18/23

 L. Veillette
Leigh Veillette
Division Director

Aug 16 23 PM2:55

therefrom to be collected from its members and to be used solely to meet losses and operating expenses of the Association.

2. Exercise all of 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 Development, including but not limited to the Declaration now existing and as the same may be amended from time to time as therein provided.
3. 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, but not limited to, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
4. 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 as more fully provided in the Declaration and the Bylaws governing the Association.
5. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
6. 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 consistent with these Articles, as may be agreed to by the Association.
7. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional Common Area.
8. Purchase insurance upon the Common Area.
9. Reconstruct improvements after casualty loss and the further improvements of the Development.
10. Make and amend reasonable rules and regulations respecting the use of the common area, including, but not limited to, the use of any recreational facilities.
11. Enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and all rules and regulations for the use of the common area.
12. Contract for the management of the common areas susceptible to management, and delegate to such manager all powers and duties of the Association except such as are specifically required by the Declaration to be approved by the Board of Directors or the membership of the Association.

13. Contract for the maintenance of the Common Area.
 14. Employ personnel to perform the services required for proper operation of the common area.
 15. Make and perform any contracts and do any acts and things and exercise any powers suitable, convenient, proper, or incidental for the accomplishment of any objects enumerated herein.
 16. Have and exercise any and all powers, rights, and privileges which a corporation organized under the Utah Nonprofit Corporation Act may now or hereafter have or exercise.
- C. To do such other things as are incidental to the purposes of the Association or necessary or desirable in order to accomplish the foregoing.

ARTICLE FOUR. LIMITATION

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three ("Purposes"). No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code of 1954, as amended. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under 501(c)(3) of the Internal Revenue Code, as amended or supplemented (or the corresponding provision of a future United States revenue law), or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

ARTICLE FIVE. MEMBERS

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration and 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 any 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. Membership in the Association shall automatically terminate upon transfer of title by the record owner to another person or entity.

ARTICLE SIX.
VOTING RIGHTS

Member(s) shall be all owners and shall be entitled to one vote for each Lot owned. When more than one person owns 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 Lot. A vote cast at an Association meeting by any of such co-owners, whether in person, by ballot, or by proxy, shall be conclusively presumed to be attributable to the Lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting by another co-owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE SEVEN.
BOARD OF DIRECTORS

The management of the Association shall be vested in a Board of three directors, who must be members of the Association. The number of directors may be increased or decreased in accordance with the Bylaws but shall never be less than three in number.

ARTICLE EIGHT.
BYLAWS

The affairs of the Association shall be conducted in accordance with the Utah Nonprofit Corporation Act and Bylaws adopted and as amended from time to time upon the affirmative vote of not less than a majority of a quorum of members present in person, by ballot, or by proxy of the Association entitled to vote.

ARTICLE NINE.
INDEMNIFICATION

Every director, 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 director or trustee, committeeman, or officer of the Association, whether or not he is a director, trustee, committeeman, or officer at the time such expenses are incurred, except when the director, 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 Directors approves such settlement and reimbursement as being in 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 director, trustee, committeeman, or officer may be entitled.

ARTICLE TEN.
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members entitled to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of Washington County, State of Utah exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE ELEVEN.
AMENDMENT

The Association reserves the right to amend or repeal any provisions contained in these Articles or any amendment thereto, upon the affirmative vote of not less than two-thirds (2/3) of the votes that the membership of the Association entitled to vote.

ARTICLE TWELVE.
CONFLICT WITH OTHER DOCUMENTS

In the event of a conflict between these Articles and the Declaration, the Declaration shall control. In the event of a conflict between these Articles and the Bylaws, these Articles shall control.

ARTICLE THIRTEEN.
INCORPORATOR

The Incorporator was Lester E. Cannon, 2300 South 751 West, Hurricane, Utah 84737. The duties and obligations of the Incorporator ceased upon the filing of the Amended and Restated Articles of Incorporation on September 5, 2003.

ARTICLE FOURTEEN.
PRINCIPAL OFFICE

The principal office of the Association is located at and in care of

ERA Brokers Consolidated
201 E St. George Blvd.
St. George, UT 84770

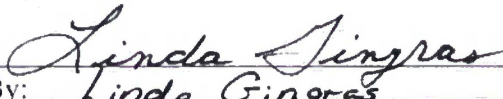
and may be changed from time to time by the Board of Directors without having to amend these Articles.

ARTICLE FIFTEEN
REGISTERED AGENT

This office or agent may be changed at any time by the Board of Directors without amendment of these Articles. The lawful agent of the Association will be Brian Brough and said person is hereby appointed and authorized to accept and acknowledge service and upon whom may be served all necessary process in any actions that may be brought against the Association in the courts of the State of Utah and for all purposes required by law. The current address of Registered Agent is 201 E St. George Blvd. St. George, UT 84770.

IN WITNESS HEREOF, the President of the Association hereby certifies that on this 3rd day of August, 2023, these Second Amended and Restated Articles of Incorporation were approved by the affirmative vote of not less than two-thirds (2/3) of the votes that the membership of the Association entitled to vote.

RAINBOW CANYON HOMEOWNERS ASSOCIATION,
a Utah nonprofit Corporation


By: Linda Gingras
Its: President