

ARTICLES OF INCORPORATION  
OF  
DAKAR CONDOMINIUM ASSOCIATION, INC.  
(a Utah nonprofit corporation)

The undersigned, whose address appears opposite its name below, acting as incorporator pursuant to the Utah Revised Nonprofit Corporation Act (the "*Nonprofit Act*"), UTAH CODE ANN. § 16-6a-101 et seq., as amended, hereby forms a nonprofit corporation under the laws of the State of Utah and, for that purpose, does hereby adopt the following Articles of Incorporation:

ARTICLE I  
NAME AND DURATION

The name of the corporation shall be DAKAR CONDOMINIUM ASSOCIATION, INC. (the "*Association*"). The period of duration shall be perpetual.

ARTICLE 2  
PURPOSES AND POWERS

The Association shall carry out all of the purposes provided by that certain Declaration of Condominium for the Dakar Condominiums (the "*Declaration*"), recorded in the official records of the Salt Lake County Recorder. Without limiting the generally of the foregoing, the Association shall:

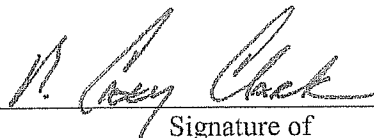
- (i) promote the health, safety and welfare of the Association's members (the "*Members*");
- (ii) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (iii) provide for architectural control of the association property (the "*Property*"), through the enforcement of the land use restrictions and obligations contained in the Declaration;
- (iv) provide for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the common areas in accordance with the Declaration; and
- (v) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Act may now or hereinafter have or exercise.

The Association shall have all powers necessary and incidental to carrying out the purposes for which the Association is formed including, without limitation, those powers expressly provided for in the Declaration.

**ARTICLE 3  
REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be located at 5145 South 1500 West, Riverdale, Utah 84405, and the name of the Association's initial registered agent at such address is Casey Clark. Such office and agent may be changed by the Board of Directors without amendment to these Articles of Incorporation.

I hereby acknowledge and accept appointment as Association's registered agent.



Signature of  
Casey Clark

**ARTICLE 4  
MEMBERSHIP**

Membership in the Association ("*Membership*") shall be determined as provided in the Declaration and/or Bylaws. Each owner's Membership except for certain Membership rights of Declarant as provided in the Declaration shall be appurtenant to and may be separated from ownership of the property to which the Membership is attributable. That Association shall be a non stock corporation and no dividends or pecuniary profits shall be paid to its Members.

**ARTICLE 5  
VOTING RIGHTS**

The Members voting rights shall be determined as provided in the Declaration and/or Bylaws of the Association (the "*Bylaws*").

**ARTICLE 6  
BOARD OF DIRECTORS**

The control of management of the affairs of the Association shall be vested in a Board of Directors (the "*Board*"), which is also known as the "Management Committee" in the Utah Condominium Ownership Act. The number of qualifications and terms of the Board shall be in accordance with the Declaration and/or Bylaws. The current names and addresses of the Directors are:

Greg Stuart  
175 East 400 South, Suite 700  
Salt Lake City, Utah 84111

Richard Dalley  
6143 Last Camp Circle  
Salt Lake City, Utah 84108

David MacKay  
497 Miller Way  
Farmington, Utah 84025

**ARTICLE 7  
LIMITATION OF THE BOARD'S LIABILITY**

No Director acting in good faith shall be personally liable to any owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees or the Board.

**ARTICLE 8  
INDEMNIFICATION**

To the fullest extent permitted by law and subject to the requirements of the Nonprofit Act, the Association shall indemnify all Directors and officers of the Association from and against all liability incurred in connection with any proceeding in which they are made a party by reason of being or having been a Director or officer, except in relation to matters as to which they have failed to satisfy the applicable standard of conduct to be eligible for indemnification as set forth in the Nonprofit Act or any other applicable provisions of law, and shall make such indemnification in accordance with the requirements of the Nonprofit Act and other applicable legal requirements. The foregoing indemnification provisions may be clarified in the Bylaws or Declaration.

**ARTICLE 9  
DISSOLUTION**

Upon the dissolution of the Association, all assets of the Association shall be distributed to the owners in the same proportion as assessments would be levied among the owners at the time of such dissolution.

**ARTICLE 10  
AMENDMENT**

These Articles may be amended in the following manners:

(a) DGS Investments, LLC or its successor in interest as the Association's Declarant, may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on any of the Property; and (iv) to correct any error or ambiguity or to conform to the Declaration.

(b) Except as provided above, these Articles may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Membership interest in the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege.

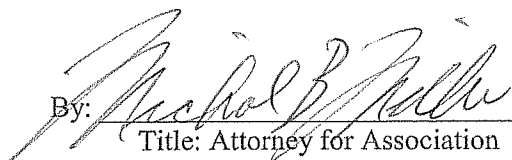
**ARTICLE 11  
CONFLICTS**

In the case of any conflict between the terms hereof and the Declaration, the Declaration shall always control. In the case of a conflict between the terms hereof and the Bylaws, these Articles of Incorporation shall always control.

Executed as of the 14 day of November, 2014.

**INCORPORATOR:**

**VIAL FOTHERINGHAM LLP**

By:   
Title: Attorney for Association