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**Nonprofit
 Articles of Incorporation**
 (PURSUANT TO NRS 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	THE MONTAGE OWNERS ASSOCIATION			
2. Resident Agent Name and Street Address: <i>(must be a Nevada address, where process may be served)</i>	Fernando Leal Name 155 W. Second Street (MANDATORY) Physical Street Address	Reno City	Nevada State	89501 Zip Code
	(OPTIONAL) Mailing Address	City	State	Zip Code
3. Names and Addresses of the Board of Directors/Trustees: <i>(attach additional page if more than 4)</i>	The names and addresses of the first Board of Directors/Trustees are as follows:			
	1. Fernando Leal Name 155 W. Second Street Street Address	Reno City	NV State	89501 Zip Code
	2. James McKevitt Name 155 W. Second Street Street Address	Reno City	NV State	89501 Zip Code
	3. Michael Roberts Name 155 W. Second Street Street Address	Reno City	NV State	89501 Zip Code
	4. Name Street Address	City	State	Zip Code
4. Purpose: <i>(required; continue on additional page if necessary)</i>	The purpose of this Corporation shall be: The purpose for which the Association is formed is to maintain... (see Article 8, attached)			
5. Name, Address and Signature of Incorporator: <i>(attach additional page if more than 1 incorporator)</i>	Fernando Leal Name 155 W. Second Street Street Address	Reno City	NV State	89501 Zip Code
6. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation. <input checked="" type="checkbox"/> Authorized Signature of R.A. or On Behalf of R.A. Company Delg			

This form must be accompanied by appropriate fees.

ATTACHMENT TO
ARTICLES OF INCORPORATION

OF

THE MONTAGE OWNERS ASSOCIATION
a Nevada nonprofit corporation

ARTICLE 7
DEFINITIONS

7.1 "Declaration" means the First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Montage recorded on May 28, 2008, as Document No. 3654114, Official Records, Washoe County, Nevada, as the same may from time to time be amended, supplemented, restated, and/or modified in accordance with the terms thereof.

7.2 Other capitalized terms not defined herein shall have the same meanings as set forth in the Declaration when used in these Articles of Incorporation.

ARTICLE 8
PURPOSES

(continued...)

[maintain], operate and govern a certain mixed-use common-interest community known as The Montage Owners Association located in Washoe County, Nevada. The Association shall exercise all of the powers and privileges and perform all duties and obligations of the Association arising from the Declaration and any amendments thereto, and any other covenants, conditions and restrictions applicable to the Project. Furthermore, the Association may engage in any lawful activity for which a corporation may be organized, and may promote or conduct any legitimate object or purpose that a corporation may promote or conduct under Chapters 82 and 116 of the Nevada Revised Statutes, subject to the terms and conditions set forth in the Declaration, the Bylaws, and these Articles.

ARTICLE 9
PRINCIPAL PLACE OF BUSINESS

The principal place where the business of the Association shall be transacted and carried on initially will be at 255 North Sierra Street, Reno, Nevada, 89501.

ARTICLE 10
TERM

The term for which the Association shall exist shall be perpetual.

ARTICLE 11
MEMBERSHIP

The Association is not authorized to have and shall not issue any capital stock. The Members of the Association shall be the Owners of the Units. All Owners shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE 12
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, which shall have not less than three (3) nor more than seven (7) directors, all of whom must be at least eighteen (18) years of age. Except as otherwise provided in Articles 3 and 13 hereof, the exact number of directors shall be set by the Members of the Association at any annual or special meeting. Except for the members of the Board appointed by Declarant in accordance with these Articles, the Declaration and the Bylaws, and the first Board named in these Articles of Incorporation, all members of the Board shall be Members of the Association. The following described persons may serve on the Board as representatives of Members which are not natural persons: one officer or director of a corporation which is a Member, one general partner of a partnership which is a Member, one member or manager of a limited liability company which is a Member, one trustee or beneficiary of a trust which is a Member and one personal representative of an estate which is a Member. In all events where the person serving or offering to serve as an officer of the Association or member of the Board is not the record Owner, such person shall file proof of his or her authority in the records of the Association.

ARTICLE 13
FIRST BOARD OF DIRECTORS

The members of the first Board of the Association named in Article 3 hereof shall serve until the first annual meeting of the Members of the Association is called for the purpose of electing their successors, except as otherwise provided by Article Six of the Bylaws.

ARTICLE 14
VOTING RIGHTS OF MEMBERS AND
RIGHT OF DECLARANT TO APPOINT OFFICERS AND DIRECTORS

14.1 General. One (1) vote shall be allocated to each Unit. Except as otherwise provided in Sections 14.2 and 14.3, on any Association matter subject to Member voting, a Member (including Declarant) entitled to vote on the matter, in accordance with the provisions of the Declaration, these Articles, and the Bylaws, may cast the vote(s) allocated to such Member's Unit(s); provided, however, that no vote allocated to a Unit owned by the Association may be cast. In the case of a Unit owned by two (2) or more persons or entities, the vote allocated to that Unit shall be cast by only one of them, in accordance with the Bylaws. Voting shall not be cumulative.

14.2 Appointment and Removal of Members of Board and Officers of Association. Subject to the provisions of Section 14.3, Declarant has reserved the right and shall have the right to appoint and remove all of the members of the Board and all of the officers of the Association until the earlier of the following events:

(i) 60 days after conveyance of 75% of the maximum number of Units that may be created (as set forth in the Declaration) to Owners other than a declarant (as defined in the Act);

(ii) Five (5) years after right to annex any of the Annexable Property was last exercised; or

(iii) Five (5) years after Declarant has ceased to offer Units for sale in the ordinary course of business.

Declarant shall have the right to designate a person or persons who are entitled to exercise the rights reserved to Declarant under this Section 14.2. The date on which the rights reserved by Declarant under this Section 14.2 terminate is herein called "the Declarant's Control Termination Date". From and after the Declarant's Control Termination Date, the Board of Directors and the officers of the Association shall be elected and appointed as provided in these Articles and the Bylaws.

14.3 Composition of Board of Directors. Notwithstanding anything to the contrary set forth herein, not later than sixty (60) days after conveyance to Owners other than a declarant of twenty-five percent (25%) of the maximum number of Units that may be created, at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance to Owners other than a declarant of fifty percent (50%) of the maximum number of Units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the members of the Board shall be elected by Owners other than the Declarant. The aforementioned transition in control of the Board shall take place pursuant to the procedures set forth in the Bylaws.

ARTICLE 15 **RIGHTS AND OBLIGATIONS OF MEMBERS**

Other property rights, voting rights, to include the manner in which votes shall be cast, and other rights and privileges of the Members and their liability for dues and assessments and the method of collection thereof shall be set forth in the Bylaws and the Declaration.

ARTICLE 16 **AMENDMENT OF ARTICLES OF INCORPORATION**

Subject to the provisions of Section 17.4(a) of the Declaration, these Articles of Incorporation may be amended only by the vote of Members entitled to exercise more than fifty percent (50%) of the voting power of the Association.

Notwithstanding the foregoing or anything else herein, the percentage of the voting power of the Association or of Members other than Declarant necessary to amend a specific clause or provision of these Articles shall not be less than the prescribed percentage of affirmative votes, including any necessary approval of Commercial Unit Owners, required for action to be taken under that clause or provision.

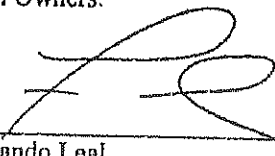
ARTICLE 17
DIRECTORS AND OFFICERS LIABILITY AND INDEMNIFICATION

No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

Each Director and officer of the Association shall be entitled to indemnification for losses or claims arising from service as a Director or officer, and the Association shall undertake all costs of defense of any action to the full extent permitted by law and unless it is proven that the Director's or officer's conduct involved willful or wanton misfeasance or gross negligence.

ARTICLE 18
DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon a dissolution of the corporation, the assets of the Association shall be distributed to a similar nonprofit corporation or to the Owners of the Units in undivided interests proportionate to the number of Units in the Project held by such Owners.



Fernando Leal