

EXPEDITE

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JAN 07 2020

Utah Div. Corp. & Comm. Code

**ARTICLES OF INCORPORATION OF
HAWK HAVEN TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned natural person over the age of eighteen (18) years, acting as incorporator of a non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation and Utah Community Association Acts, hereby adopt the following Articles of Incorporation ("Articles") of Hawk Haven Townhomes Homeowners Association, Inc. ("Association").

ARTICLE I - NAME

- 1.1 The name of the nonprofit corporation is Hawk Haven Townhomes Homeowners Association, Inc.

ARTICLE II - DURATION

- 2.1 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

ARTICLE III - POWERS AND PURPOSES

- 3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, as amended, and otherwise administering any Common Areas, Limited Common Areas, and facilities and generally providing for and promoting the recreation, health, safety, and welfare of Members of the Association.
- 3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws and Declaration, as amended, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers conferred by the Utah Revised Nonprofit Corporation and Utah Community Association Acts.
- 3.3 Non-Profit. The Association is not organized for pecuniary profit. No dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of the net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers or any other person except to reimburse approved costs.

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 7 day of Jan, 2020
In this office of this Division and hereby issued
This Certificate thereof.

Examiner _____



JMH

Date

1/8/20

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Jason Sterzer
Jason Sterzer
Division Director

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ARTICLE IV - DEFINITIONS

- 4.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Hawk Haven Townhomes Subdivision, a Planned Unit Development, recorded in the Official Records of the Weber County Recorder's Office (hereinafter referred to as the "Declaration"), applicable to the Property, and as the same may be amended from time to time as therein provided. The term "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and these Articles.

ARTICLE V – MEMBERSHIP SHARES AND VOTING RIGHTS

- 5.1 Membership/Shares. Every Owner shall be a Member of the Association. Declarant shall be deemed a Member of the Association, as outlined in the Declaration. Membership in the Association shall be mandatory, shall be appurtenant to the Unit in which the Owner has the necessary interest, and shall not be separated from the Unit to which it appertains. The Association shall not issue shares of stock. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.
- 5.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.
- 5.3 Membership List. The Association may for all purposes act and rely on the information concerning Members and Unit ownership, which is provided by Members or, at its option, the Association may act and rely on current ownership information respecting any Unit which is obtained from the office of the Weber County Recorder. The address of a Member shall be deemed to be the address of the residence situated on such Member's Unit unless the Association is otherwise advised in writing.

ARTICLE VI - ASSESSMENTS

- 6.1 Members of the Association shall be subject to assessments and other authorized charges by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments and fees.

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ARTICLE VII – INITIAL REGISTERED OFFICE AND REGISTERED AGENT

7.1 The address of the initial registered agent of the Association is:
Burt R. Willie
SMITH KNOWLES, P.C.
2225 Washington Blvd., Suite 200
Ogden, Utah 84401

By signing below, the undersigned, whose address is set forth hereinabove, accepts appointment as the registered agent.

SMITH KNOWLES, P.C.

By: Burt R. Willie

Burt R. Willie

Its: Registered Agent

ARTICLE VIII – APPOINTMENT OF BOARD OF DIRECTORS (“Board”)

8.1 Until the Class B Control Period ceases and is automatically converted to a Class A membership pursuant to the terms of the Declaration, Declarant, and its assigns and successors in interest under the Declaration, shall have the right and option to appoint, remove and replace all of the members of the Board. In the event the Declarant fails to exercise this option or in the event the Declarant, by written notice to the Association, voluntarily turns over to the Members the responsibility for electing the Board before the termination of the Class B Control Period, the Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association.

ARTICLE IX – INTIAL BOARD OF DIRECTORS

9.1 Initial Board. Declarant shall appoint three individuals to serve on the initial Board of Directors.

ARTICLE X – INCORPORATOR

10.1 The name and address of the incorporator of the Association is as follows:

Burt R. Willie

2225 Washington Boulevard, #200
Ogden, Utah 84401

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ARTICLE XI - MISCELLANEOUS

- 11.1 Transfer of Common Areas to Public Entity. Following the Class B Control Period, the Board may, in connection with dissolution of the Association or otherwise, dedicate or transfer any part of the Common Area to any public agency or authority for such purpose and subject to such conditions as may be agreed to by the Board and agency. Any such dedication or transfer must, however, be consented to by sixty-seven percent (67%) of the votes of the membership and approved by Declarant during the Class B Control Period. No such dedication or transfer, however, may take place without the Association first receiving approval from City, County or other applicable government entity pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.
- 11.2 Dissolution. Following the Class B Control Period, the Association may be dissolved by the affirmative vote of sixty-seven percent (67%) of the votes of the membership. Upon dissolution of the Association, all of its assets (including the Common Areas) shall be transferred to a nonprofit corporation, trust, or other public entity to be used for purposes similar to those provided for in these Articles and the Declaration.
- 11.3 Manager. The Board may carry out through a managing agent any of its functions which are properly authorized by the Articles, Bylaws or Declaration. The managing agent shall be responsible for managing the Property for the benefit of the Association and the Members 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. Retention of a managing agent shall be within the Board's discretion and the Board is authorized to enter into a contract for services with the managing agent.
- 11.4 Amendment. Following the Class B Control Period, any amendment to these Articles shall require the consent of at least fifty-one percent (51%) of all eligible membership votes. During the Class B Control Period, the Declarant may amend these Articles in Declarant's sole discretion.
- 11.5 Rules, Policies & Resolutions. The Board may adopt, amend and repeal rules, policies and resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, Bylaws and the Declaration, as required by the Community Association Act.
- 11.6 Interpretation. 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 provision hereof is construed. Whenever the context so requires,

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the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. 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 Bylaws and Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of these instruments.

- 11.7 Indemnification. No Director, officer, managing agent or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, managing agent or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, managing agent or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer, managing agent, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, managing agent, or committee member, and the Association shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein.
- 11.8 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

DATED this 7 day of January, 2020.



 Burt R. Willie
 Incorporator

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