

**ARTICLES OF INCORPORATION OF
HILL FARMS SUBDIVISION
HOMEOWNER ASSOCIATION, INC.
(A Utah Nonprofit Corporation)**

We, the undersigned natural persons over the age of twenty-one years, acting as incorporator(s) of a non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation and Utah Community Association Acts, hereby adopt the following Articles of Incorporation.

ARTICLE I - NAME

1.1 The name of the nonprofit corporation is Hill Farms Homeowner Association, Inc. (hereinafter "the Association").

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 from time to time, and otherwise administering any Common Areas and Limited Common Areas 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 from time to time, 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 Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III, 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 costs.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 16 day of Oct 2013
in this office of this Division and hereby issued
This Certificate thereof.

Examiner Uma Date 11-01-2013



Kathy Berg
Kathy Berg
Division Director

10-16-13P03:18 RCVD

Date: 11/01/2013
Receipt Number: 5396314
Amount Paid: \$30.00

8830262

ARTICLE IV - DEFINITIONS

4.1 All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Hill Farms Subdivision, recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), 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 of Incorporation.

ARTICLE V - MEMBERSHIP, SHARES & 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 Lot in which the Owner has the necessary interest, and shall not be separated from the Lot 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 Multiple Ownership Interests. In any situation where a Member is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Board of the Association, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

5.4 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address and telephone number of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of fee or undivided interest in a Lot either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred, that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah and the necessary information to update the Association membership records. 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 which is obtained from the office of the County Recorder of Davis County, Utah. The address of a Member shall be deemed to be the address of the residence situated on such Member's Lot unless the Association is otherwise advised in writing.

ARTICLE VI - ASSESSMENTS & FINES

6.1 Members of the Association shall be subject to assessments and fines by the Association in accordance with the provisions of the Declaration, as amended from time to time, and shall be liable to the Association for payment of such fees. Members shall not be individually or personally liable for the debts or obligations of the Association.

ARTICLE VII - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

7.1 The address of the initial registered agent of the Association is:

Stephen F. Noel
SMITH KNOWLES, P.C.
4723 Harrison Blvd., Suite 200
Ogden, Utah 84403

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

SMITH KNOWLES, P.C.

By: David T. Form
Stephen F. Noel
Its: Registered Agent

ARTICLE VIII - APPOINTMENT OF BOARD OF DIRECTORS

8.1 Until Class B membership ceases and is automatically converted to a Class A membership pursuant to the terms of the Declaration, Declarant, or its successors in interest or assigns under the Declaration, shall have the right and option to appoint, remove and replace all of the members of the Board of the Directors. 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 said Class B membership, the Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association, as amended from time to time.

ARTICLE IX - INITIAL BOARD OF DIRECTORS

9.1 Initial Board. The persons who are to serve as the initial Board and selected by the Declarant are as follows:

<u>Name</u>	<u>Address:</u>
1. David Bailey	67 North Main St., Suite 100 Layton, Utah 84041
2. Kami Marriott	4960 W. 2200 N. Plain City, Utah 84404
3. Brad Wilson	67 North Main St., Suite 100 Layton, Utah 84041

ARTICLE X - ARCHITECTURAL REVIEW BOARD

10.1 Number, Composition and Function. The Board, or Declarant during the Declarant Control Period, may appoint a three-member Architectural Review Board ("ARB") as specified in the Declaration, the function of which shall be to enforce and administer the provisions of the Declaration (relating to the control of improvements and landscaping within the Subdivision). The ARB need not be composed of Members. Members of the ARB shall hold office at the pleasure of the Board or Declarant. If an ARB is not appointed, the Board itself shall perform the duties required of the ARB.

ARTICLE XI - INCORPORATOR(S)

11.1 The name and address of the incorporators of the Association are as follows:

<u>Name</u>	<u>Address</u>
David Bailey	67 North Main St., Suite 100 Layton, Utah 84041
Kami Marriott	4960 W. 2200 N. Plain City, Utah 84404

ARTICLE XII - MISCELLANEOUS

12.1 Transfer of Common Areas. 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. Any such dedication or transfer must, however, be consented to by sixty-seven percent (67%) of the votes of the membership, which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose. No such dedication or transfer, however, may take place without the Association first receiving approval from Davis 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.

12.2 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, which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Upon dissolution of the Association, all of its assets (including the Common Areas) shall be transferred to a nonprofit corporation, trust, or other entity to be used for purposes similar to those provided for in these Articles and the Declaration.

12.3 Manager. The Association may carry out, through a managing agent, any of its functions which are properly authorized by the Declaration. Any managing agent shall be an independent contractor and not an agent or employee of the Association. 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.

12.4 Amendment. Any amendment to these Articles shall require the affirmative vote of at least sixty-seven percent (67%) of the membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose.

12.5 By-laws and Resolutions. The Board may adopt, amend and repeal By-laws or resolutions for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, Bylaws or applicable Utah law.

12.6 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, 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 Declaration and should be read and

construed in light of that fact and liberally so as to affect all of the purposes of both instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation and Community Association Acts and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

DATED this 9th 10th day of October, 2013.

David Bailey
DAVID BAILEY, Incorporator

State of Utah)

:ss

County of Weber

On the 10th day of Oct., 2013, the foregoing instrument was acknowledged and verified before me David Bailey, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that he is one of the incorporators of Hill Farms Subdivision Homeowner Association, Inc. and that he signed the foregoing, and that the statements contained therein are true and correct.



I have set my hand and seal this 10th day of Oct., 2013.

Gina Gleason
Notary Public

DATED this 10th day of Oct., 2013.

Kami Marriott
KAMI MARRIOTT, Incorporator

State of Utah)

:ss

County of Weber

On the 10th day of Oct., 2013, the foregoing instrument was acknowledged and verified before me Kami Marriott, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that she is one of the incorporators of Hill Farms Subdivision Homeowner Association and that she signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 10th day of Oct., 2013.



Gina Gleason
Notary Public