

RECEIVED U.S.T.C.

SEP 15 2003

Ogden Taxpayer Services

ARTICLES OF INCORPORATION
OF
BRIER RIDGE
HOMEOWNERS ASSOCIATION, INC.

John W. Hansen, the undersigned natural person over the age of twenty-one years, acting as incorporator of a non-profit corporation pursuant to the Utah Nonprofit Corporation and Co-operative Association Act, hereby adopts the following Articles of Incorporation for said corporation:

ARTICLE I - NAME

1.01 The name of the nonprofit corporation is Brier Ridge Homeowners Association, Inc., hereinafter "the Association".

ARTICLE II - DURATION

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

ARTICLE III - DEFINITIONS

When used in these Articles the following terms shall have the meaning indicated:

3.01 Articles shall mean and refer to these Articles of Incorporation of Brier Ridge Homeowners Association.

3.02 Association shall mean and refer to Brier Ridge Homeowners Association, the Utah nonprofit corporation which is created by the filing of these Articles.

3.03 Member shall mean and refer to every person who holds membership in the Association.

3.04 Declarant shall mean and refer to Brier Ridge, LLC. and to its successors and assigns.

3.05 Property shall mean and refer to the real property situated in Weber County, Utah, described in the Plat and in the Declaration.

3.06 Board shall mean the Board of Trustees of the Association.

3.07 Plat shall mean and refer to the subdivision plat covering the Property, entitled "The Brier Ridge P.R.U.D. Phase #1" executed and acknowledged by Declarant, prepared and certified to by Gary L. Newman, License No. 4778, a registered land surveyor, and filed for record in the office of

the County Recorder of Weber County, Utah, on March 25, 2002, in Book 55 of Plats, Pages 59, as Entry No.1836080, and other amended Plats which may be filed from time to time.

3.08 Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Brier Ridge P.R.U.D. Phase #1" executed by the Declarant under date of March 25, 2002, and filed for record in the office of the County Recorder of Weber County, Utah, as Entry No.1836081, Book 2219, at Pages 1046, et seq., together with any subsequent amendment of said Declaration of any supplemental Declarations which may be recorded from time to time.

3.09 Lot or Residential Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat designed and intended for improvements with a Living Unit.

3.10 Common Areas shall mean all property owned or intended to eventually be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The initial Common Areas shall consist of all Property described in Exhibit "B" of the Declaration.

3.11 Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided fee interest in any Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee, or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure on any arrangement or proceeding in lieu thereof.

3.12 Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence; together with all improvements located on the Lot concerned which are used in conjunction with such residence.

ARTICLE IV - POWERS AND PURPOSES

4.01 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the sole purpose of maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, otherwise administering, enforcing, and carrying out the terms of the Declaration, and generally providing for and promoting the recreation, health, safety, and welfare of residents of the Property.

4.02 Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Section 16-6-22, Utah Code Annotated (1953), as amended, or in other similar laws in the State of Utah.

4.03 Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article II, 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, Trustees, or Officers or any other person, except in payment of the costs contemplated by Section 4.02 of Article IV of the Declaration.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. Every Owner shall be a Member of the Association. 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. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

5.02 Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to five votes for each Residential Lot which he owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.
- (b) December 31, 2007.

5.03 Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

5.04 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the add 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 and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. 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 or Lots which is obtained from the office of the County Recorder of Weber County, Utah. The address of a Member shall be deemed to be the address of the Living Unit situated on such Member's Lot unless the Association is otherwise advised in writing.

ARTICLE VI - ASSESSMENTS

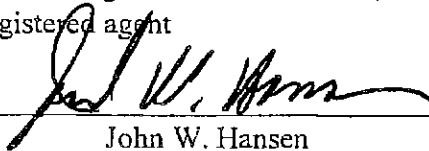
6.01 Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations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

ARTICLE VII - PRINCIPAL OFFICE AND REGISTERED AGENT

7.01 The address of the initial principal office of the Association is:

5300 South Adams Avenue
Ogden, UT 84405

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



John W. Hansen

ARTICLE VIII - APPOINTMENT OF BOARD OF TRUSTEES BY DECLARANT

8.01 Until the Class B membership ceases and is automatically converted to a Class A membership pursuant to the terms of the Declaration, the Declarant, or its successors in interest as Declarant under the Declaration, shall have the right and option to appoint, remove and replace all of the members of the Board of the Association. 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, these Articles of Incorporation and the Bylaws of the Association:

8.02 Until the Class B membership ceases and is automatically converted to Class A

membership pursuant to the terms of the Declaration, the initial Board members appointed by Declarant need not be composed of Members. After the Class B membership ceases and is automatically converted to Class A membership pursuant to the terms of the Declaration, the Trustee selected by the Association must be Members unless or until there are insufficient Members who desire to serve on the Board, in which case Trustees need not be Members of the Association.

ARTICLE IX - BOARD OF TRUSTEES

9.01 Number, Tenure and Qualifications. Except for the initial Board selected by Declarant which consists of three members who (and their successors) may hold office so long as Class B membership specified in the Declaration exists, the affairs of the Association shall be managed by a Board of Trustees composed of three (3) individuals. At the first meeting of the Members at which election of Trustees will take place, the candidate who receives the most votes shall serve as a Trustee for three (3) years. The candidate that receives the second highest number of votes shall serve as a Trustee for two (2) years, and the third candidate which receives the third highest number of votes shall serve as Trustee for one (1) year. At each annual election, the Successor to the Trustee whose term shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Trustees may be made only by amendment of these Articles. Each Trustee shall hold office until his term expires and until his successor has been duly elected and qualified.

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

<u>Name</u>	<u>Address</u>
John W. Hansen	5300 South Adams Avenue Ogden, UT 84405
Terry Venable	1830 East Beechwood Drive Layton, UT 84040
Ed Green	2150 North Valley View Drive Layton, UT 84040
Mark Higley	P.O. Box 70 Clearfield, UT 84089-7000

ARTICLE X - DESIGN COMMITTEE

10.01 Number, Composition and Function. The Board shall appoint a three-member Design Committee the function of which shall be to enforce and administer the provisions of Article VIII of the

Declaration. The Design Committee need not be composed of Members. Members of the Design Committee shall hold office at the pleasure of the Board. If such a Design Committee is not appointed the Board itself shall perform the duties required of the Design Committee.

ARTICLE XI - INCORPORATOR

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

<u>Name</u>	<u>Address</u>
John W. Hansen	5300 South Adams Avenue Ogden, UT 84405

ARTICLE XII - MISCELLANEOUS

12.01 Transfer of Common Areas and Dissolution. 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 assented to by two-thirds (2/3) 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. No such dedication or transfer, however, may take place without the Association first receiving approval from the South Ogden City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

The Association may be dissolved by the affirmative vote of two-thirds (2/3) of the votes of the membership which Members present in person or by proxy are entitled to cast at a meeting duly called (as provided in the preceding Paragraph) for the purpose. Upon dissolution of the Association, all of its assets (including the Common Areas) shall be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in these Articles and the Declaration. In the event such dedication or transfer is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purpose.

12.02 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.

12.03 Amendment. Any amendment to these Articles shall require: (i) The affirmative vote of at least two-thirds (2/3) 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; and, so long as the Class B membership exists, (ii) The written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows:

At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 12.03) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the filing with the office of the Secretary of State of Utah, of appropriate Articles of amendment executed by the President or Vice-President of the Association (and by the Declarant if the Class B membership then exists). In such Articles of amendment the President or Vice President shall certify that the vote required by this Section for amendment has occurred.

12.04 Consent in Lieu of Vote. In any case in which these Articles, the Declaration or the Bylaws of the Association require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transactions from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 12.04:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 12.04 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Member to give or withhold his consent.

(d) Unless the consent of all members whose memberships are appurtenant to the

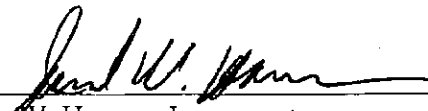
same Lot are secured, the consent of none of such Members shall be effective.

12.05 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, or law.

12.06 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 effect all of the purposes of both instruments. These Articles may not be amended in any manner inconsistent with the Declaration, and in the event of conflict between these Articles and the Declaration, the Declaration shall control. To the extent the provisions of the Utah Nonprofit Corporation and Cooperative Association Act and any modifications, amendments, and additions thereto are consistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

DATED this 15th day of September, 2003.

BRIER RIDGE HOMEOWNERS ASSOCIATION, INC.
by:



John W. Hansen, Incorporator