

MAY 17 1991

lots 1 to 96, Brookhurst Farms Plat A
SB'94 6-27-8
02-0189 - etc

E# 927856 BK 1413 PG 970
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 MAY 22 2:09 PM FEE 28.50 DEP JB
REC'D FOR WESTERN STATES TITLE COMPANY

ARTICLES OF INCORPORATION

OF

BROOKHURST FARMS HOMEOWNERS ASSOCIATION

Lane Beattie, the undersigned natural person over the age of twenty-one years, acting as incorporator of a nonprofit corporation pursuant to the Utah Nonprofit Corporation and Cooperative Association Act, hereby adopts the following Articles of Incorporation for said corporation:

ARTICLE I

NAME

The name of the nonprofit corporation is Brookhurst Farms Homeowners Association, hereinafter the "Association."

ARTICLE II

DURATION

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

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating and governing Brookhurst Farms, a residential subdivision, hereinafter the "Project," located on the following described real property in Davis County, State of Utah:

SEE SCHEDULE 1 ATTACHED

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration of Building and Use Covenants Conditions and Restrictions, as amended, for Brookhurst Farms, a residential subdivision, hereinafter the "Declaration," as recorded in the office of the County Recorder of the Davis County, State of Utah. No dividends shall be paid and no part of the net income of the Association, if any, shall be distributed to the members, Trustees, or officers of the Association, except as otherwise provided herein, in the Declaration, or by law.

ARTICLE IV

POWERS

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charges and assessments required to accomplish the powers and duties provided for in the Declaration.

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell and dispose of any and all kinds and character of real, personal, and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, the exercise all rights, powers, and privileges appertaining thereto:

(c) The Power to do any and all things that a nonprofit corporation may now or hereafter do under the laws of the State of Utah.

ARTICLE V

MEMBERSHIP

The members of the Association shall be all record owners of residential lots, hereinafter "Lot", in the Project, as such owners are shown on the records of Davis County, State of Utah. The term record owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a lot, or any part thereof is encumbered (unless such mortgagee, Trustee, or beneficiary has acquired title for other than security purposes). If record ownership of a Lot in the Project jointly held, the membership appertaining to such Lot shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each membership in the Association shall be appurtenant to and shall not be separated from the Lot to which it relates. No person or entity other than an owner of a Lot in the Project may be a member of the Association.

ARTICLE VI

MEMBERSHIP CERTIFICATES

The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Lot to which such membership appertains and shall cease immediately and automatically upon ceasing to be a record owner of such Lot.

ARTICLE VII

VOTING RIGHTS

All voting rights of the Association shall be exercised by the Members, each membership being entitled to one (1) vote for each Lot owned by such Member. If a membership is jointly held, any or all holders thereof may attend any meeting of the members of the Association, but such holders must act unanimously to cast the votes relating to their joint membership. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the members of the Association, the voting requirements and proportions shall be as set forth in the Bylaws.

ARTICLE VIII

ASSESSMENTS

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

ARTICLE IX

PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the initial principal office of the Association is 19 West 500 South, Bountiful, Utah, and the name of the initial registered agent of the Association at such address is Lane Beattie.

ARTICLE X

BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than three (3) Trustees, as prescribed in the Bylaws. Until such time as the responsibility for electing the Trustees of the Association is assumed by the Members of the Association in accordance with the Bylaws and Utah law, Woodland Homes, Inc. shall have the exclusive right to appoint such Trustees. Except for Trustees appointed as herein provided, Trustees must be Members of the Association. The number of Trustees constituting the Board of Trustees shall be three (3). The names and addresses of the persons who are to serve as Trustees until the first meeting of the Members of the Association held for electing Trustees and until the successors of such Trustees are elected and shall qualify are as follows:

NAME	ADDRESS
Lane Beattie	19 West 1500 South Bountiful, Utah 84010
Wayne Back	1006 North Main Bountiful, Utah 84010
Janice Back	1006 North Main Bountiful, Utah 84010

ARTICLE XI

MANAGER

The Board of Trustees may by written contract delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are property delegable.

ARTICLE XII

BYLAWS AND RULES AND REGULATIONS

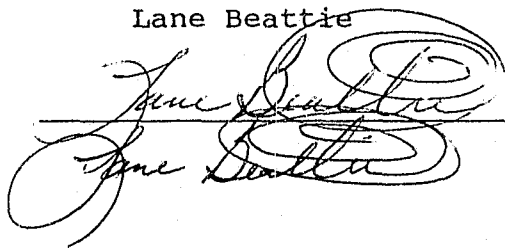
To the extent that the same are not inconsistent with these Article of Incorporation of the Declaration, the Board of Trustees may adopt and enforce Bylaws and may adopt, amend, repeal, and enforce reasonable rules and regulations governing the operation of the Association and the operation and use of the Project.

ARTICLE XIII

INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

NAME	ADDRESS
Lane Beattie	19 West 500 South Bountiful, Utah 84010



The image shows two handwritten signatures of Lane Beattie in cursive script, one above the other, overlapping the table's name column.

ARTICLE XIV
AMENDMENTS

These Articles of Incorporation may be amended in accordance with Utah law upon the affirmative vote of not less than two-thirds (2/3rds) of the total number of votes of the Association.

Dated this 17 day of May, 1991.

[Handwritten signature]
[Handwritten signature]

VERIFICATION

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On this 17 day of May, 1991, personally appeared before me, LANE BEATTIE, who, being by me duly sworn, declared that he is the incorporator of BROOKHURST FARMS Homeowners Association, that he signed the foregoing Articles of Incorporation of BROOKHURST FARMS as incorporator of such nonprofit corporation, and that the statements therein contained are true and correct.

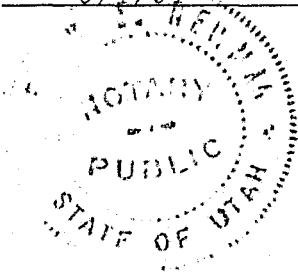
IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of May, 1991.

My Commission Expires:

6/1/91

[Handwritten signature]
Notary Public
Residing at Centerville, Utah

[Handwritten signature]



Real Property Description

SE 1/4-6-27-18

02-05-0060

PARCEL I: Beginning on the Easterly line of the former Bamberger Railroad right of way at a point 528.66 feet South and 92.7 feet, more or less, West of the Northwest corner of the Southeast Quarter of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, and running thence East 778.9 feet, more or less, to a point 217.8 feet West of the West line of a Highway; thence South 0°0'30" West 218.0 feet parallel to the West line of said Highway; thence East 217.8 feet to the West line of said Highway; thence South 1° West 50.94 feet along the West line of said Highway; thence West 217.8 feet; thence South 1° West 200.0 feet parallel to said Highway; thence West 671.1 feet, more or less, to the Easterly line of Benchmark Village, a Subdivision; thence Northerly 480 feet, more or less, along the Easterly line of said Subdivision, Phases II and I to the point of beginning.

AND

02-05-0066

Beginning at a point on the boundary of the property described in Book 1341, Page 731 of Davis County Official Records which point is North 89°56'02" East 720.93 feet along the Quarter Section line and South 0°03'06" East 528.00 feet from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 44°17'30" West 74.98 feet; thence along the boundary of said described property in the following two courses to the point of beginning: North 0°03'06" West 53.62 feet and North 89°56'02" East 52.41 feet.

02-05-0100

PARCEL II: Beginning at a point on the south boundary of Sunset View Estates Subdivision No. 2 which is North 89°56'02" East 374.68 feet along the Quarter Section line and South 0°25' East 328.01 feet along the west boundary of said Sunset View Estates No. 2 to the Southwest corner of Lot 5 of said subdivision and North 89°56'02" East 70.86 feet along the south boundary of said Sunset View Estates No. 2 from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 89°56'02" East 273.30 feet along said

—RECORDERS MEMO—
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WHEN RECEIVED

south boundary of Sunset View Estates No. 2; thence South 0°03'06" East 200.00 feet; thence South 89°56'02" West 661.96 feet; thence North 80°00' East 91.68 feet; thence North 5°00' West 184.87 feet; thence North 89°56'02" East 314.30 feet to the point of beginning.

AND

E: 927856 BK 1413 PG 977

1000-510-20

Beginning at a point which is South 0°09'17" East 528.01 feet along the Quarter section line from the center of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 89°56'02" West 66.71 feet; thence North 80°00' East 69.81 feet; thence South 76°43' East 52.16 feet; thence South 89°56'02" West 52.80 feet to the point of beginning.

2500-510-21

PARCEL III: Beginning on the West line of a Highway at a point South 747.60 feet and East 899.1 feet and South 1° West 50.0 feet along said Highway from the Northwest corner of the Southeast Quarter of Section 6, Township 2 North; Range 1 East, Salt Lake Meridian, in the City of Centerville, and running thence South 1° West 100.0 feet along said Highway; thence West 217.80 feet; thence North 1° East 100.0 feet parallel to said Highway; thence East 217.80 feet to the point of beginning.

(The foregoing descriptions being all of the proposed Brookhurst Farms Plats A and B., Centerville, Utah.)

—RECORDER'S MEMO—
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