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Utah Div. of Corp. Comm. Code

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

ARTICLES OF INCORPORATION

I hereby certify that the foregoing has been filed and approved on the 12 day of Feb 1999 in the office of this Division and hereby issue this Certificate thereof.

OF

Examiner [Signature] Date 2/12/99 MUIRFIELD HOMEOWNERS ASSOCIATION, INC.



[Signature]
REGISTRAR
DIVISION DIRECTOR

A Utah Non-Profit Corporation

The undersigned natural person over the age of 21 years, acting as incorporator of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act (Section 16-6-18 through 16-6-111, Utah Code Annotated (1953)), hereby adopts these Articles of Incorporation for such Corporation.

The name of the Corporation is Muirfield Homeowners Association, Inc. The Corporation shall continue in existence perpetually unless dissolved or otherwise terminated according to law.

I. DEFINITIONS

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

1. Articles shall mean and refer to these Articles of Incorporation of Muirfield Homeowners Association, Inc.

2. Association shall mean and refer to Muirfield Homeowners Association, Inc., the Utah non-profit corporation which is created by the filing of these Articles.

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

4. Developer shall mean and refer to Muirfield L.L.C., a Utah limited liability company, its successor and assigns.

5. Property shall mean and refer to the entirety of the following-described tract of real property, situated in Wasatch County, State of Utah:

Lots 201 through 310, inclusive, shown and designated and the Homeowners Association Open Space shown on the plat entitled, "Muirfield Subdivision #2" to be recorded among the Recorder's Office of Wasatch County, Utah, and any additional property designated by the Developer.

6. Plat shall mean and refer to the subdivision plat covering the Property, entitled "MUIRFIELD SUBDIVISION NO. 2" executed and acknowledged by Ralph E. Goff Developer, prepared and certified by Ralph E. Goff registered Utah Land Surveyor holding Certificate

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No. _____ and filed for record in the Office of the County Recorder of Wasatch County, Utah, on or about the date that these Articles are filed with the office of the Secretary of State of Utah and any plats recorded among the Recorder's Office in substitution there for or amendment thereof, plus any plats hereafter recorded among the Recorder's Office of any Additional Property that may hereafter expressly be made subject to the Declaration by an instrument in writing, duly executed, and recorded among the Recorder's Office.

7. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions of Muirfield Homeowners Association, Inc." executed and acknowledged by Developer and filed for record in the Office of the County Recorder of Wasatch County, Utah, concurrently with the filing of the Plat.

8. Lot shall mean and refer to any of the separately number and individually described plots of land shown on the Plat.

9. Common Areas shall mean and refer to that part of the Property which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

10. Owner shall mean and refer to the person who is the owner of record (in the Office of the County Recorder of Wasatch County, Utah) of a fee or an undivided fee interest in any Lot. 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 or any arrangement or proceeding in lieu thereof.

II. POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a non-profit corporation for the purpose of maintaining and administering the Common Areas and any other areas described in the Declaration to be maintained by the Association, collecting and disbursing the assessments and charges provided for in the Declaration, and 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.

2. Powers. The Association shall have all of the following powers conferred upon it by the Declaration and all powers allowed by law, including all powers referred to or described in Section 16-6-22, Utah Code Annotated (1953):

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(a) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money

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Class A. Class A members shall be all Owners other than the Developer and Builder, as those terms are defined in the Declaration. 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 (1) Class A vote exist with respect to any Lot.

Class B. The Class B member shall be the Developer and any Builder. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to a Class A membership on the first to occur of the following: (i) December 31, 2005; provided, however, that the Developer shall transfer control of the Association after 75% of the Units in the Association have been conveyed to Class A members; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional property is made subject to the Declaration, then the Class B membership shall be reinstated until December 31, 2007, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by Class B members.

3. Multiple Ownership Interests. In the event there is more than one 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 vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4. Membership List. The Association shall maintain up-to-date records showing the name of each person who is a member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee 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 Wasatch 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 Wasatch 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.

4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Utah law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

6. Initial Board. The persons who are to serve as Directors until the first annual meeting of members are as follows:

<u>Name</u>	<u>Address</u>
John Aldous	470 East 3900 South Suite 200 Salt Lake City, Utah 84107
David Irwin	470 East 3900 South Suite 200 Salt Lake City, Utah 84107
Gordon Etter	470 East 3900 South Suite 200 Salt Lake City, Utah 84107

V. MISCELLANEOUS

1. Duration and Dissolution. The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Utah, provided such dissolution shall first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering,

membership concerned. The following additional provisions shall govern any application of this Section 6:

(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 6 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 membership are appurtenant to the same Lot are secured, the consent of none of such members shall be effective.

6. Resolutions. The Board of Directors may adopt, amend, and repeal resolutions for regulation and management of the affairs of the Association not inconsistent with the Articles, the Declaration or law.

7. Construction. 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 provisions hereof are 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 the other gender. 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 construed so as to give effect to all of the purposes of both instruments. To the extent the provisions of the Utah Non-Profit Corporation and Cooperative Association Act (Sections 16-6-18 through 16-6-111, Utah Code Annotated (1953)), and any modifications, amendments, and additions thereto are inconsistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

8. Approval of Federal Agencies. As long as there is a Class B member, if any of the Federal Agencies or any successor agencies thereto, whether public or private, approve the Property or any part thereof or any lot therein for federally approved mortgage financing, the following actions will require the prior approval of the Federal Agencies: annexation of additional properties; mergers and consolidations;

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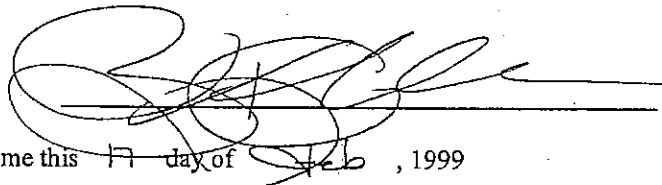
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WASATCH CO RECORDER-ELIZABETH K PARCELL
1999 FEB 15 11:41 AM FEE \$138.00 BY MNC
REQUEST: FIRST AMERICAN TITLE COMPANY


State of Utah)
)ss
County of Summit)

The undersigned, having been duly sworn, hereby deposes and says as follows:

1. That I am a resident of Summit County, State of Utah, over the age of twenty-one and in all respects competent to testify to the matters contained herein.
2. I am currently employed as an escrow officer by First American Title Insurance Company, and my job responsibilities include closing loan transactions.
3. I am familiar with those certain Articles of Incorporation of Muirfield Homeowners Association, Inc, recorded 12/16/98 as Entry No.00209592 in Book 00407 at pages 00491 through 00499 , By-Laws of Muirfield Homes Owners Association , recorded 1/8/99 as Entry No. 00210231 in Book 00410 at Pages 00387-00397 and Muirfield Homeowners Association, Inc. CC'Rs recorded 12/16/98 as Entry No. 00209591 in Book 00407 at Pages 00453-00490 of Official Records.
4. Due to the advise of legal council for Muirfield L.L.C. these documents are to be re-recorded so that the recording information is after the date filed with the State of Utah
5. Further affiant sayeth not.



Subscribed and Sworn before me this 17 day of Feb , 1999



Notary Public

