

I hereby certified that the foregoing has been filed and approved on this 9 day of May 20 05

In this office of this division and hereby issue this Certificate of thereof.

Examiner [Signature] Date 5/20/05



Kathy Berg
Kathy Berg
Division Director

**ARTICLES OF INCORPORATION
OF
STONEFIELD
HOMEOWNERS ASSOCIATION, INC.**

Rick Carter, 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 Stonefield 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 Stonefield Homeowners Association.
- 3.02 Association shall mean and refer to Stonefield 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 Stonefield LLC. And to its successors and assigns.
- 3.05 Property shall mean and refer to the real property situated in Davis 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.
- 3.08 Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions of Stonefield executed by the Declarant and filed for record in the office of the County Recorder of Davis County, Utah.
- 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.

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- 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.
- 3.11 Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis 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 the 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 to reimburse costs.

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. The Association shall have voting rights as set forth in the Declaration.
- 5.02 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 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.

- 5.03 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 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 Davis 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 Davis 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:

Rick Carter
5202 South Freeway Park Drive #300
Riverdale, UT 84015



ARTICLE VIII - BOARD OF TRUSTEES

- 8.01 Number, Tenure and Qualifications. 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 who 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.
- 8.02 Initial Board. The persons who are to serve as the Initial Board selected by the Declarant are as follows:

Rick Carter

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48 West 950 South
Kaysville, UT 84037

Wendee Carter
48 West 950 South
Kaysville, UT 84037

Jeff Callahan
72 East 2225 South
Clearfield, UT 84015

ARTICLE IX - DESIGN COMMITTEE

9.01 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 X - INCORPORATOR

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

Name	Address
Rick Carter	48 West 950 South Kaysville UT 84037

ARTICLE XI - MISCELLANEOUS

11.01 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 Layton City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such 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.

11.02 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 the Property for the benefit of the

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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.

11.03 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:

11.04 By-laws and Regulations. 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.

11.05 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. 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 any modifications, amendments, and additions thereto are consistent with these articles and the Declaration, such legislation shall supplement the terms thereof.

Dated this 5th day of May, 2005

Stonefield Subdivision
Homeowners Association, Inc.
By:


Rick Carter, Incorporator

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