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E# 2284952 PG 1 OF 9  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
15-AUG-07 131 PM FEE \$29.00 DEP VD  
REC FOR: BONNEVILLE SUPERIOR TITLE COMP  
ELECTRONICALLY RECORDED

**ARTICLES OF INCORPORATION**

**OF**

**706-014-0014** **ALDER CREEK HOMEOWNERS ASSOCIATION**  
**(A UTAH NONPROFIT CORPORATION)**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the undersigned hereby organizes a nonprofit corporation and adopts the following Articles of Incorporation (the "Articles").

**ARTICLE I**  
**NAME**

The name of the corporation is ALDER CREEK HOMEOWNERS ASSOCIATION (hereinafter the "Association").

**ARTICLE II**  
**DURATION**

The duration of this Association shall be perpetual unless dissolved sooner according to law.

**ARTICLE III**  
**PURPOSES**

The Corporation does not contemplate pecuniary gain or profit either to it or to the Members thereof. The specific purposes for which the Association is formed are to provide for the maintenance and preservation of the residence lots and common areas that are subject to that Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting Alder Creek Subdivision Phase I in Pleasant View City, Weber County, Utah (the "Declaration"). For this purpose, the Association shall be authorized to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Bylaws and the Declaration, as the same may be amended from time to time;
- (b) Have all of the rights, powers and authority granted in the Bylaws and the Declaration, including, but not limited to, (i) fixing, levying, collecting and enforcing the payment of all charges or assessments pursuant to the terms of the Bylaws and the Declaration; (ii) paying all expenses in connection with the obligations of the Association, including, but not limited to, all office and other expenses incident to the conduct of the business of the Association; and (iii) paying all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- (c) To exercise all rights, powers and privileges which are permitted under the Act and are not forbidden by these Articles, the Bylaws or the Declaration.

**ARTICLE IV**  
**MEMBERSHIP**

The Association shall have one class of members whose rights and interests shall be identical. Each person or entity who is a record owner of a fee or undivided fee interest in any residential lot which is subject to the Declaration shall be a member of the Association (each, a "Member," and collectively, the "Members"); provided and exceptions that:

- (a) In the event that more than one person is shown of record to be the owner of one residential lot jointly or in common with others, all such joint or common owners shall be members of the Association, and the vote for such residential lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot; and
- (b) Membership shall be appurtenant to and may not be separated from ownership of any residential lot.

**ARTICLE V**  
**INCORPORATOR**

The name and address of the incorporator is:

Blain H Johnson  
4723 Harrison Boulevard, Suite 200  
Ogden, Utah 84403

**ARTICLE VI**  
**INITIAL DIRECTORS**

The number of Directors constituting the initial Board of Directors of the Corporation is not less than three (3). The names and addresses of the persons who are to serve as initial Directors until the first annual meeting of the Board of Directors or until their successors are appointed and qualify are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David S. Bailey	67 South Main Street, Layton, Utah 84041
Brad R. Wilson	67 South Main Street, Layton, Utah 84041
Kevin Bailey	67 South Main Street, Layton, Utah 84041

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The Board of Directors shall be composed of not less than three (3) persons nor more than seven (7) persons, as established from time to time in the Bylaws of the Corporation. A majority of directors present at a regularly called meeting shall constitute a quorum that may conduct any business in behalf of this Corporation including the appointment of new or successor directors.

A meeting is regularly called if noticed by U.S. mail directed to the address of the director as such address is contained in the books of the Corporation. The notice must be mailed ten (10) days or more in advance of the meeting date. Any meeting where a quorum of the directors are in attendance is a regular meeting.

The term of a director is three (3) consecutive years; provided, that the terms shall be staggered in accordance with the Bylaws. A director may be reappointed at the expiration of any term. In the event of resignation, disability or death of any director, the remaining director(s) shall have authority to fill all vacancies so created.

**ARTICLE VIII**  
**PRINCIPAL OFFICE**

The principal place of business of this Corporation shall be 67 South Main Street, Layton, Utah 84041. The business of this Corporation may be conducted in all counties of the State of Utah and in all states of the United States, and in all territories thereof, and in all foreign countries as the Board of Directors shall determine.

**ARTICLE IX**  
**REGISTERED AGENT AND OFFICE**

The address of the initial registered office of the Corporation is 4723 Harrison Boulevard, Suite 200, Ogden, Utah 84403. The name of the initial registered agent of the Corporation at that address is Blain H. Johnson, Esq.

**ARTICLE X**  
**FEDERAL TAX RESTRICTIONS**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or any other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make grants consistent with the purposes of the Corporation.

**ARTICLE XI**  
**AMENDMENTS**

These Articles may be amended, altered, or repealed in the manner provided in the Act or the Bylaws.

**ARTICLE XII**  
**LIMITATION ON LIABILITY**

Neither the incorporator of this Corporation, nor any of the members of its Board of Directors, shall be individually or personally liable for any debts or obligations of this Corporation. Neither the incorporator of this Corporation, nor any of the members of its Board of Directors, nor any of its officers, employees or agents shall be individually or personally liable for any debts, obligations or liabilities of this Corporation. To the fullest extent permitted by the Act or any other applicable law as now in effect or as it may hereafter be amended, a director or officer of this Corporation shall not be personally liable to the corporation for civil claims arising from acts or omissions in the performance of duties as a director or officer, unless the acts or omissions are the result of such director's or officer's own intentional

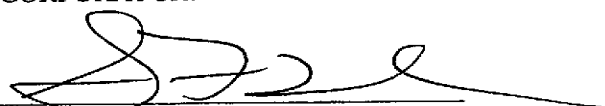
misconduct. To the fullest extent permitted by law, the Corporation shall indemnify and hold harmless the incorporator and each director and officer from and against any liabilities or claims, together with reasonable expenses incurred in connection with the defense thereof, arising from acts or omissions in the performance of duties as a director or officer, unless the acts or omissions are the result of such director's or officer's own intentional misconduct.

**ARTICLE XII**  
**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes entitled to be cast thereon. Upon dissolution of the Association, the assets of the Association shall be distributed granted, conveyed and assigned to an appropriate non-profit corporation, association, trust or other organization devoted to having similar aims, objectives and/or purposes as the Association.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Utah, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation under penalties of perjury this 14 day of June, 2007.

INCORPORATOR:

  
\_\_\_\_\_  
Stephen F. Noel

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IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Utah, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation under penalties of perjury this 8<sup>th</sup> day of August, 2007.

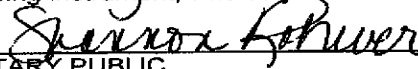
INCORPORATOR:

  
\_\_\_\_\_  
Stephen F. Noel

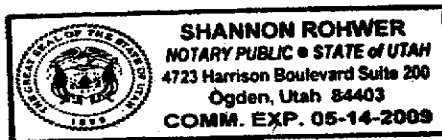
STATE OF UTAH

COUNTY OF WEBER

On this 8<sup>th</sup> day of August, 2007, personally appeared before me Stephen F. Noel, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

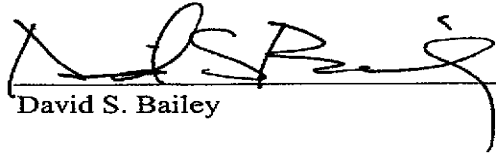
Residing At:  
Commission Expires:



ACKNOWLEDGMENT OF REGISTERED AGENT

The undersigned hereby acknowledges his appointment as registered agent in the above and foregoing Articles of Incorporation of ALDER CREEK HOMEOWNERS ASSOCIATION, INC.

REGISTERED AGENT:

  
David S. Bailey

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**Notary Acknowledgement Attachment**

File No. 121921

State of Utah     }  
                          }ss.  
County of Davis  }

On the 17 day of July, 2007, personally appeared before me, David S. Bailey, who being by me duly sworn, did say, that such person(s) is/are the Registered Agent of Alder Creek Homeowners Association, A Utah Nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By-Laws or by a resolution of its board of directors and that he/she/they acknowledged to me that the said corporation executed the same.

Witness my hand and official seal.

*Jodyann Eskelsen*  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"****Order No.: 114242***16-267-0001, 16-268-0001-0022***PARCEL 1**

A parcel of land located in the Northeast Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, in the City of Pleasant View, Weber County, described as follows:

Beginning at a point on the West line of the Northeast Quarter of the Northeast Quarter of said Section 19, on the North line of Mountain Estates Subdivision No. 2, North 89°48'56" West parallel with said North line 4.88 feet from the Northeast corner of Lot 50 of said Mountain Estates Subdivision No. 2, said point also being located 1331.66 feet North 89°43'56" West along the North line of said Quarter Section, and 1321.68 feet South 00°51'03" West along the West line of said Quarter Section from the Northeast corner of said Section 19 and adjacent to the line of an old wire fence, and running thence North 00°51'03" East 75.58 feet along the West line of said Quarter Section to the center of Alder Creek, thence Northeasterly along said creek the following 5 courses: (1) North 13°11'34" East 103.27 feet (2) North 11°12'17" East 124.93 feet (3) North 29°45'27" East 190.33 feet (4) North 42°19'48" East 145.85 feet and (5) North 35°22'10" East 89.52 feet, thence East 523.62 feet to the West line of an 80 foot road (500 West), thence South 00°54'35" West coincident with said West line 646.43 feet to the Northeast corner of Lot 19 of Mountain Estates Subdivision near the prolongation of an old wire fence, thence North 89°42'00" West coincident with the North line of said Mountain Estates Subdivision and adjacent to said wire fence 260.13 feet to the Northwest corner of Lot 16 of said Mountain Estates Subdivision, thence South 24°22'51" West 1.66 feet coincident with said North line to the Northeast corner of Lot 46 of said Mountain Estates Subdivision No. 2 and thence North 89°48'46" West coincident with the North line of said Mountain Estates Subdivision No. 2 and adjacent to said old wire fence 546.02 feet to the point of beginning.

**PARCEL 2:**

A part of the Northwest Quarter of Northeast Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1085 feet East from the Southwest Corner of said Northwest Quarter of the Northeast Quarter and running thence West 391.15 feet; thence North 11°19' East (Deed shows West) 588.95 feet to a point 742.5 feet South of the North Section line; thence East 97.1 feet; thence South 17.7 feet; thence East 279.5 feet to a point 566 feet North and 102 feet East of place of beginning; thence South 336 feet; thence Southwesterly 230 feet to the place of beginning; except portion within dedicated street.

**PARCEL 3:**

*16-014-0014 X*  
Part of the Northeast Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1333.2 feet North 0°21' East and 741.63 feet North 89°56' East from the Southwest Corner of said Quarter Section; and running thence North 89°56' East 200 feet; thence South 4°54'15" East 35 feet; thence South 89°54' West 210.00 feet; thence North 6°59' East 35 feet to the point of beginning.

*Stewart Title Guaranty Company*



**EXHIBIT "A"**

Part of the Northeast Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning 969.37 feet West of the Northeast Corner of said Quarter Section; thence West 311.73 feet thence South 250 feet; thence West 419.44 feet to the East line of road; thence South  $11^{\circ}19'$  West 85.48 feet; thence South  $89^{\circ}52'52''$  East 222.51 feet; thence South  $17^{\circ}55'22''$  West 266.66 feet; thence South  $17^{\circ}55'19''$  West 173.82 feet; thence East 179.5 feet; thence South 366 feet; thence Southwesterly 230 feet to the Quarter Quarter Section line; thence East 235 feet; thence North 46.9 feet to Alder Creek; thence Northeasterly along creek to a point South  $0^{\circ}09'13''$  East 220 feet and North  $89^{\circ}50'47''$  East 330 feet, more or less, from the point of beginning; thence South  $89^{\circ}50'47''$  West 330 feet; thence North  $0^{\circ}09'13''$  West 220 feet to the point of beginning.

*Stewart Title Guaranty Company*