

**AMENDED & RESTATED ARTICLES OF INCORPORATION OF
GREYHAWK HOMEOWNERS ASSOCIATION, INC.**

We, the undersigned natural persons over the age of eighteen years, acting as the authorized Board of Directors (“Board”) of Greyhawk Homeowners Association, Inc. (“Association”), pursuant to the Utah Revised Nonprofit Corporation and Community Association Acts, hereby adopt the following Amended & Restated Articles of Incorporation for Greyhawk Homeowners Association, Inc. (“Articles”).

RECITALS:

(A) On or about August 26, 2009 the Articles of Incorporation of Greyhawk Homeowners Association, Inc., were filed with the Utah Secretary of State (“Enabling Articles”).

(B) In accordance with Article XIII of the Enabling Articles, at least two-thirds (2/3) of the Members of the Association approved the filing of these Articles, with the last required approval being received on _____.

Certification

By executing these Articles below, the Board hereby certifies that the above described approval was obtained.

ARTICLE I – NAME & PRINCIPAL PLACE OF BUSINESS

1.1 The name of the nonprofit corporation remains Greyhawk Homeowners Association, Inc. (hereinafter "the Association").

1.2 The principal place of business for the Association is located at Welch Randall, 5300 South Adams Avenue Parkway #8, Ogden, Utah 84405.

ARTICLE II - DURATION

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

ARTICLE III - POWERS AND PURPOSES

3.1 Purpose. The Association is organized and shall be operated as a non-profit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, as they may be amended, and otherwise promoting the health, safety, and welfare of Members of the Association.

3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws, Declaration and Utah law, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes.

3.3 Non-Profit. The Association is not organized for pecuniary profit.

ARTICLE IV – DEFINITIONS

4.1 All terms used but not defined herein shall have the meanings given them under that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Greyhawk Townhomes South PRUD recorded in the Official Records of the Davis County Recorder’s Office on _____, as Entry No. _____ (hereinafter referred to as the “Declaration”), and as the same may be amended from time to time as therein provided.

ARTICLE V – MEMBERSHIP SHARES AND VOTING RIGHTS

5.1 Membership/Shares. 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 Member has the necessary interest, and shall not be separated from the Lot to which it appertains. The Association shall not issue shares of stock.

5.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.

5.3 Membership Information. Unless a Member provides alternate contact information in writing, the Association may for all purposes act and rely on the information concerning Members and Lot ownership that is obtained from the office of the Davis County Recorder. The address of a Member shall be deemed to be the address of the residence situated on such Member's Lot unless the Association is otherwise advised in writing.

ARTICLE VI - ASSESSMENTS

6.1 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.

ARTICLE VII – REGISTERED OFFICE AND REGISTERED AGENT

7.1 The address of the registered agent of the Association is:

Burt R. Willie
SMITH KNOWLES, P.C.
2225 Washington Blvd., #200
Ogden, Utah 84401

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

SMITH KNOWLES, P.C.

By: _____
Burt R. Willie
Its: Registered Agent

ARTICLE VIII – APPOINTMENT OF BOARD OF DIRECTORS

8.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association.

8.2 The Association shall have one class of membership.

ARTICLE IX – BOARD OF DIRECTORS

9.1 Board. As of the date of the filing of these Articles, there are three (3) Members of the Board of Directors.

ARTICLE X - MISCELLANEOUS

10.1 Manager. The Association may carry out through a managing agent any of its functions which are properly authorized by the Articles, Bylaws or Declaration. Any managing agent shall be an independent contractor and not an 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. Retention of a managing agent shall be within the Board’s discretion and the Board is authorized to enter into a contract for services with the managing agent.

10.2 Amendment. These Articles may be amended by the approval of at least fifty-one percent (51%) of total membership eligible to vote.

10.3 Resolutions & Rules. The Board may adopt, amend and repeal resolutions and rules for regulation and management of the affairs of the Association not inconsistent with these Articles, Bylaws, Declaration, or applicable Utah law.

10.4 Interpretation. 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 Bylaws, and should be read and construed in light of that fact and liberally construed so as to affect all of the purposes of all three instruments.

10.5 Indemnification. No Director, officer, managing agent or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, managing agent or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, managing agent or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer, managing agent, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, managing agent, or committee member, and the Association shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein.

10.6 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

DATED THIS DAY OF _____, 20__

Greyhawk Homeowners Association, Inc.

By: _____
Its: Board Member

Greyhawk Homeowners Association, Inc.

By: _____
Its: Board Member

Greyhawk Homeowners Association, Inc.

By: _____
Its: Board Member