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JON REEDER
WEBER COUNTY CLERK
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THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION
A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of The Lakeview Heights Homeowners Association, a Utah nonprofit corporation (hereinafter called the "Board"), hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is The Lakeview Heights Homeowners Association (hereinafter called the "Association").

1.02 Offices. Until such time as the right to elect the Board of the Association is turned over to the Members in accordance with the Articles of Incorporation of the Association, the principal office of the Association shall be at 3333 North 425 East, North Ogden, Utah 84404, or at such other location in Weber County, Utah as may be designated from time to time by the Board. Thereafter, the principal office of the Association shall be the principal office of the Managing Agent of the Association in Weber County, Utah, or at such location at the Lakeview Heights Planned Residential Unit Development (the "Property") as may be designated from time to time by the Board.

ARTICLE II

DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of Lakeview Heights Planned Unit Development recorded as Entry No. 764193 in the official records of the County Recorder of Weber County, Utah, as the same may be amended from time to time as therein provided (hereinafter called the "Declaration"), shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01 Annual Meetings. The annual meeting of the Members shall be held on the first day of June each year at 7:00 p.m., for the purpose of electing Trustees and transacting such other business as may come before the meeting; provided, however, that whenever such date falls upon a Sunday or Legal Holiday, the

meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

3.02 Special Meetings. Special meetings of the Members may be called by the Board, the President, or upon the written request of Members holding not less than twenty percent (20%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.03 Place of Meetings. The Board may designate any place in Weber County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the latest address for such person as reflected in the records of the Association, with first class postage thereon prepaid.

3.05 Members of Record. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than sixty (60) nor less than (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which the first notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Property shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice

thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.

3.07 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Residential Lot or Residential Lots of such Member, as determined in accordance with the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless the question is one upon which a greater proportion is required by the express provisions of the Articles of Incorporation, these Bylaws, the Declaration, or Utah law, in which case such express provisions shall govern and control the determination of such question.

3.09 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting in accordance with the provisions of the Articles of Incorporation concerning consents in lieu of votes, if a consent in writing, setting forth the action so taken, shall be signed by at least the required percentage of each Class of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF TRUSTEES

4.01 Regular Meetings. The regular annual meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board may provide by resolution the time and place, within Weber County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.02 Special Meetings. Special meetings of the Board may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board may fix any place, within Weber County, State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by Telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of a meeting.

4.03 Meetings by Telephone Conference Call. Trustees may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this Section shall constitute presence in person at the meeting.

4.04 Quorum and Manner of Acting. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board.

4.05 Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.06 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except those appointed by the Developer, may be removed at any time, for or without cause, by the affirmative vote of a majority of the total votes of the members present or represented by proxy at a special meeting of the Members duly called for such purpose.

4.07 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board by reason of the death or resignation of a Trustee (other than a Trustee appointed by the Developer), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board by reason of death or resignation of a Trustee appointed by the Developer, such vacancies shall be filled by an appointment to be made by the Developer. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.08 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

5.01 Number. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board.

5.02 Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event the Board shall fail to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Secretary and the Treasurer shall be and remain Trustees of the Association during the entire term of their respective offices. No other officer need be a Trustee or a Member of the Association.

5.03 Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board

may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him.

5.07 Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.09 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board. He shall perform such other duties as the Board may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Board may from time to time by resolution designate a Design Committee, as provided in the Declaration, and such other committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least three (3) Trustees, except that the members of the Design Committee need not be Members or Trustees. Whenever any committee consists of more than three (3) Members, it may designate subcommittees, each consisting of at least three (3) Members. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board and each subcommittee of any such committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee or subcommittee may from time to time determine. Each such committee and subcommittee shall keep a record of its proceedings and shall report such proceedings to the Board.

6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board or any subcommittee of any such committee, the presence of members constituting at least two-thirds of the authorized membership of such committee or subcommittee shall constitute a quorum for the transaction of business, and that act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee or subcommittee. The members of any committee designated by the Board hereunder or any subcommittee of any such committee shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board or any subcommittee of any such committee may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualifications, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

6.06 Informal Action by Committees. Any action that is required or permitted to be taken at a meeting of any committee designated hereunder by the Board or any subcommittee of any such committee may be taken without a meeting, if a consent in writing setting forth the action as taken shall be signed by all of the members of such committee or subcommittee.

ARTICLE VII

INDEMNIFICATION

7.01 Indemnification Third Party Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.02 Indemnification Association Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, trustee, employer or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but

in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.03 Determination. To the extent that a Trustee, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.01 or 7.02 hereof. Such determination shall be made either (1) by the Board, by a majority of a quorum consisting of Trustees who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

7.04 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.05 Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.07 Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds provided by annual or special assessments pursuant to the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board.

8.02 Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

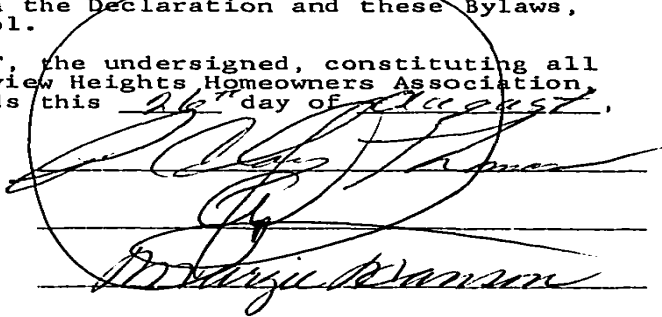
9.01 Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws, or the Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENTS

10.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the affirmative vote of the majority of the Board at a regular or special meeting attended by a quorum, if notice of the proposed alteration, repeal or adoption be contained in the notice of such meeting; provided that the Board shall not be permitted to amend the Bylaws contrary to the provisions of the Declaration or the Articles of Incorporation. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of the Lakeview Heights Homeowners Association, have hereunto set their hands this 26th day of August, 1981.





David R. Smith

David R. Smith

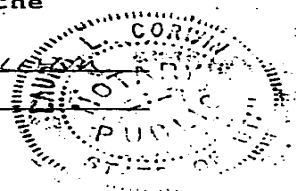
ACKNOWLEDGMENTS

STATE OF UTAH)
)
COUNTY OF Weber) : ss.

On the 27th day of August, 1981, personally appeared before me P. Clay Thomas, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Lakeview Heights Homeowners Association, executed the within and foregoing Bylaws.

Laura L. Corwin

NOTARY PUBLIC
Residing at: Ogden, Utah



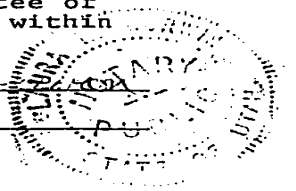
My Commission Expires: 2/5/83

STATE OF UTAH)
)
COUNTY OF Weber) : ss.

On the 27th day of August, 1981, personally appeared before me Alyn Paradis, who being by me duly sworn on oath, acknowledged to me that he, as a Trustee of the Lakeview Heights Homeowners Association, executed the within and foregoing Bylaws.

Laura L. Corwin

NOTARY PUBLIC
Residing at: Ogden, Utah



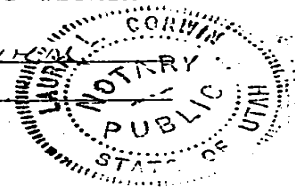
My Commission Expires: 2/5/83

STATE OF UTAH)
)
COUNTY OF Weber) : ss.

On the 27th day of August, 1981, personally appeared before me Margie Hanson, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of

The Lakeview Heights Homeowners Association, executed the within and foregoing Bylaws.

Laura S. Corwin
NOTARY PUBLIC
Residing at: Ogden, Utah

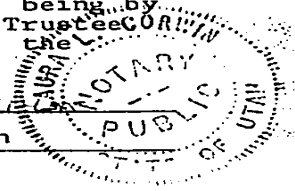


My Commission Expires: 2/5/83

STATE OF UTAH)
COUNTY OF Weber) ss.

On the 27th day of August, 1981, personally appeared before me Lee Cassity, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Lakeview Heights Homeowners Association, executed the within and foregoing Bylaws.

Laura S. Corwin
NOTARY PUBLIC
Residing at: Ogden, Utah

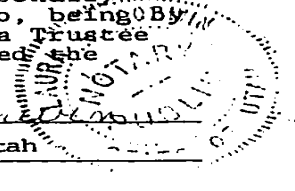


My Commission Expires:
2-5-83

STATE OF UTAH)
COUNTY OF Weber) ss.

On the 27th day of August, 1981, personally appeared before me David R. Smith, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Lakeview Heights Homeowners Association, executed the within and foregoing Bylaws.

Laura S. Corwin
NOTARY PUBLIC
Residing at: Ogden, Utah



My Commission Expires: 2-5-83

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