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DECLARATION OF PROTECTIVE COVENANTS

MEADOW GREEN PARK

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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This DECLARATION OF PROTECTIVE COVANANTS FOR THE MEADOW GREEN PARK is made and executed by GREEN AND GREEN LC, of 910 Nicholis Road, Fruit Heights, Utah 84037.

THE MEADOW GREEN HOMEOWNERS ASSOCIATION (hereafter referred to as HOA) was established in June of 2008 when Green and Green LC turned over ownership of this HOA to the homeowners.

This document was last edited in February of 2015 by THE MEADOW GREEN PARK HOMEOWNERS ASSOCIATION.

RECITALS

- A. This Declaration of Protective Covenants affects that certain real properly located in the City of Layton, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose to create a community in which beauty shall be substantially preserved.
- C. There is a unique Landscape Easement, which requires common care, management and control.
- D. The HOA desires that the subdivision be known as MEADOW GREEN PARK.
- E. The streets in the subdivision shall be dedicated to Layton City.
- F. The HOA desires that the Tract shall be subject to the protective covenants herein recited.

AGREEMENT

Now, therefore, the HOA does hereby establish the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions.

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

- 1. Assessment shall mean and refer to the allocation of Common Expenses among the Lot Owners or maintenance charge for each Lot or Lot Owner, by virtue of his acceptance of a deed or other document of conveyance thereto, is obligated to pay.
- 2. Association shall mean and refer to the association of all of the Lot Owners taken as or acting as, a group in accordance with this Declaration.
- 3. Board of Trustees shall mean and refer to the group of neighbors who own Lots in the Subdivision and volunteer and are elected or appointed to (a) administer the Declaration, (b)

manage the Common Elements (including the Landscape Easement and Entry Monument), a
And (c) operate the Association.

4. Business and Trade are terms which shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
5. Common Elements shall refer to all common features and elements in the Community such as the Landscape Easement, Entry Monument, and other common improvements.
6. Common Expense shall mean and refer to: (a) All sums lawfully assessed against the Lot Owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as 'common expenses' by the Association; and (d) Expenses declared 'common expenses'.
7. Community shall mean and refer to the MEADOW GREEN PARK.
8. Declaration shall mean and refer to the DECLARATION OF PROTECTIVBE COVENANTS FOR MEADOW GREEN PARK.
9. Entry Monument shall mean and refer to the entry monument at the entrance to MEADOW GREEN PARK.
10. Landscape Easement shall mean and refer to the strip of land within the Community between the sidewalk and fence running parallel to 1000 North Street and 3700 West Street, described with particularity on Exhibit 'B' attached hereto and incorporated herein by this reference.
11. Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.
12. Lot 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 a Lot. The term Lot Owner does 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.
13. Majority shall mean and refer to those persons or votes of Owners.
14. Map shall mean and refer to the Record of Survey Map.
15. Member shall mean and refer to each Lot Owner who, by virtue of his acceptance of a deed to a Lot, is a member of the Association.
16. Owner shall mean and refer to a Lot Owner.
17. Property shall mean and refer to the Land, real estate, or real property which is submitted to this Declaration.

18. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder. The Map will show the location of the Lots, Landscape Easement, Entry Monument, and other Common Elements.
19. Street or Streets shall mean and refer to the roads within the MEADOW GREEN PARK; which are or will be dedicated to Layton City.
20. Survey Map shall mean and refer to the Record of Survey Map.
21. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

ARTICLE II. SUBMISSIONS

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions; See Exhibit "A," attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or leveled by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing, an easement for each and every Common Elements improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

ARTICLE III. AREA OF APPLICATION AND EXPANSION OF PROJECT

1. This Declaration shall apply to all of the Property in the twenty-six (26) lots and to any other real estate in the Meadow Green Park.

ARTICLE IV. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. This is a residential subdivision and all Lots must be used exclusively for residential purposes, which includes both the architecture and appearance of the buildings and the nature of their use. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.
2. Architectural Control. No building shall be erected or altered on any lot until the construction plans and specifications have been approved by the HOA as to the harmony of external design

with existing structures, and as to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback (see Layton City for specifics) line unless similarly approved.

3. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. Prohibited Activities. No noxious or offensive activity shall be conducted on or about any lot. Nothing shall be done or omitted on a lot or the Common Elements, which may be or may become an annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:
 - a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a lot or the Common Elements, including the Landscape Easement;
 - b. The storage of any item, property or thing that will cause any lot or the Common Elements to appear to be in an unsightly, unclean, unhealthy, or untidy condition or that will be noxious to the senses;
 - c. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any lot or the common elements that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort or serenity of the other residents.
 - d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order; and
 - e. The maintenance of any plants, animals, devise or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees.
5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
6. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than 2'x2' square feet advertising the property "For Sale" or "Fore Rent".
7. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be bred in, on or about the property. Up to two (2) domestic pets per unit are allowed, provided however pets must be properly licensed and registered, if required, with the appropriate governmental agencies. Owners shall abide by all local ordinances and pet rules and regulations adopted.

Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to their property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (3) barking, howling, whining or making other disturbing noises in an excessive continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Element area must be in a cage or on a leash and under the control of a responsible person.

8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, refuse garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of rubbish, trash, refuse, garbage, waste, litter, weeds and other similar items by the lot owner.
9. Unightly Materials and Objects. No unsightly materials, items, objects or things that impair the aesthetics or value of use or utility of the property are to be stored on any lot in view of the general public.
10. Sight Distance and Intersections. No fences, wall, hedge or shrub planting which obstructs sight lies at elevation between two (2') and six (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
11. Slope and Drainage Control. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
12. Fencing. NO fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half (3.5') feet, nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6') feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining lot to a height in excess of three and one-half (3.5') feet.
13. Parking and Storage. All motor vehicles driven on or transported into the property shall be subject to the following restrictions:
 - a. No damaged or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any lot or adjacent street for more than forty-eight (48) hours.
 - b. No recreational, oversized or commercial type vehicles and no tractor-trailer trucks shall be parked on the front yard setback (see Layton City for specifics) of any lot, or within the side

- yard building setback (see Layton City for specifics) on the street side of a corner lot, or on the residential street except while loading or unloading (no more than forty-eight (48) hours or more than one (1) time during any seven (7) day period or engaged in transportation.
- c. No watercraft, campers not on a truck bed, motor homes, buses, commercial, oversized or recreational vehicles or maintenance and commercial equipment of any kind shall be stored on the property unless it is behind the front yard setback (see Layton City for specifics) and without the side yard building setback (see Layton City for specifics) on the street side of a corner lot.
 - d. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.
 - e. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
 - f. Any violation of Layton City ordinances are expressly prohibited.
14. Pools, Spas, Game Courts and Batting Cages. Pools, spas, game courts and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.
15. Unsightly work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devise that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any open part of the property.
16. Business Use. No commercial trade or business may be conducted in or from any lot unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the property, and (c) the business activity is consistent with the residential character of the Project and doesn't constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project as may be determined in the sole discretion of the Association.
17. Insurance. Nothing shall be done or kept in, on or about any Lot or the Common Elements, which may result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.
18. Laws. Nothing shall be done or kept in, on or about any lot or the Common Elements, or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirements of any governmental body.
19. Damage or Waste. No damage to or waste of the Common elements shall be committed by any Lot Owner, his family members, friends, guests, visitors or invitees. Each Lot Owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss resulting from any such damage or waste caused by that Lot Owner or his family members, guests, visitors or invitees; provided, however, that any invitee, guest or visitor of the Lot Owner shall not under any circumstances be deemed to be an invitee of any other Owner.
20. Maintenance. The Lots and Common elements, including without limitation, the Landscaping Easement and Entry Monument, shall be maintained in a usable, clean, functional, aesthetic, attractive and good condition.

21. Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of the landscaping on his Lot. The Association is responsible for the landscaping and maintenance of the Common elements, including without limitation, the Landscaping Easement and Entry Monument. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replace. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed.
22. Default in Fulfillment of Landscaping Obligation. If any lot owner fails to fulfill his landscaping obligations, including without limitation the Common Elements and fails to cure the default within thirty (30) days after written notice, the Board of Trustees shall have the right but not the duty, without further notice or warning, to perform the maintenance and the cost thereof shall constitute the Individual Assessment of that Low Owner.
23. Storage of Commercial Equipment. No lot shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or business except as permitted by county codes for a residential area and then it should be stored out of the general view.

ARTICLE V. RIGHT OF ENTRY

1. Right of Entry. Wherever sanitary sewer connections, water connections, electricity, gas, telephone or drainage facilities are installed within the subject property, the owners of any Lot or Lots served by said connections, lines or facilities shall have the right and hereby granted an easement to the full extent necessary therefore, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without the express written authorization of the Lot Owner.
2. Maintenance Costs. The cost of maintenance of the Common elements shall be shared equally between all Lot Owners.
3. By-laws of Property Owners Association. The procedure for the administration and management of the Association and the subject property shall be governed by the following By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Payment of Common Expenses. In addition, each Lot Owner hereby agrees to pay to the Board of Trustees promptly his portion of all Common Expenses, including but not limited to the cost of maintaining, repairing and replacing landscaping, sprinklers and monument and all other related expenses, debts, obligations and liabilities incurred by the Association hereunder.
 - a. Purpose of Assessments. The Assessments provided for herein shall be used for upkeep of common areas.
 - b. Budget. Before the annual Meeting of the Association each year, the Board of Trustees shall prepare a budget which shall set forth an itemization of the anticipated Common Expenses for the twelve (12) months calendar year, commencing with the following January 1. The

budget shall be based upon advance estimates of each requirement by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include but are not limited to expenses of grounds maintenance and repair of the entry way, for all insurance which the Board of Trustees is required or permitted to maintain, and accounting fees, any deficit remaining from a previous period; the creating of a reasonable contingency reserve, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the Owners under and by reason of this Declaration.

- c. Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a Majority of the Members of the Association. Notwithstanding the foregoing, however, if the Membership disapproves the proposed budget and Assessments or the Board of Trustees fails for any reason to establish the budget and Common Elements Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the budget and the Common Elements Assessments in affect for the then current year shall continue for the succeeding year.
- d. Method of Payment. The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid.
- e. Equitable Changes. If the aggregate of all payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Trustees may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior written notice of any proposed change before it becomes effective.
5. Personal Obligation of Owner. Lot Owners are jointly and severally liable to pay all Assessments and Additional Changes; provided, however no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trusts deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.
6. Superiority of Assessments. All Assessments and lines created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be otherwise entitled under Utah law, and to that extent the Owner, by accepting a deed to the Lot or as a party to any other type of conveyance, waives his right to claim the priority thereof.
7. Individual Assessments. In addition, individual assessments may be levied by the Board of Trustees against a lot and its owner to pay or reimburse the Association for (a) Documents; (b) costs associated with the maintenance, repair or replacement of common elements for which the Lot owner is responsible, (c) any other charge, fee, due, expense or cost designated as an Individual Assessment in the Project documents; and (d) attorney's fees, interest, and other charges relating thereto as provided in this Declaration.
8. Lien. If any Unit Owner fails or refuses to make any payment of his portion of the Common Expenses when due, in whole or in part, that amount constitutes a lien on the interest of the low owner in the property, and upon the recording of a notice of lien upon the lot owner's interest in the property prior to all other lines and encumbrances, recorded or unrecorded, except; (1)

tax and special assessment lines on the unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a line prior to subsequently recorded encumbrances.

9. Late Fees and Default Interest. Any Assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty-Five and No/100 Dollar (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of one and one half percent (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.
10. Remedies. If any Assessments remain unpaid, the Board of Trustees may elect to institute a lawsuit to obtain a judgment or foreclose the line, or both.
11. Duty to Pay Independent. The duty to pay Assessments is independent of the dues collected to maintain the Common Elements.
12. Indemnity. The Association and each lot owner, by acceptance of a deed to a lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been an officer of the Association or Member of the said Board. The officers and members of the Board of Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers of the Association and Members of said Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of said Association (except to the extent that such officers or Members of said Board may also be members of said Association), and said Association shall indemnify and forever hold each such officer and member of said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the said Board, or former officer or Member of the said Board, may be entitled.

ARTICLE VI. INSURANCE

1. Insurance. The Association shall, if reasonably available, purchase and maintain adequate property insurance, public liability insurance, directors and officers insurance, and a fidelity bond.
2. Deductible. The party responsible for the loss covered by the claim shall pay for the deductible on a claim made against the property insurance policy of the Association. If multiple parties are responsible then each shall pay his proportionate share and if no party or parties are clearly responsible, then said Association shall pay the deductible.
3. Individual Insurance. Each owner and resident shall purchase and maintain adequate liability and property insurance on personal dwelling unit, personal property and contents.

4. Priority of Coverage. In the event of duplicate coverage of a claim or loss the owner's insurance shall be primary and the insurance of the Association shall be secondary.

ARTICLE VII. DURATION, RENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right, title or interest in or to the property unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.
2. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules, covenants, conditions and restrictions and see that the same are faithfully observed by fellow Low Owners. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land and shall inure to the benefit of, be binding upon all Lot Owners and their heirs, successors and assigns.
3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the above provision, which shall remain in full force and effect.

EXHIBIT "B" BY-LAWS

The administration of MEADOW GREEN PARK (THE "PROPERTY" AND THE MEADOW GREEN PARK HOMEOWNERS ASSOCIATION, (THE "association")) shall be governed by these By-laws.

1. Application of By-laws.

All present and future unit owners, mortgagees, leases and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these by-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provision of the Declaration and these By-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Board of Trustees.
 - a) The Administration of the property on behalf of the Association shall be conducted by a Board of Trustees of three (3) to six (6) natural individuals.
 - b) Every three years a meeting of the Association will be held for the unit owners to elect the members of the Board of Trustees for the forthcoming year. Members of the Board of Trustees shall be required to be unit owners currently living in Meadow Green Park, natural individuals.
 - c) Members of the Board of Trustees shall serve for a term of three (3) years. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation or removal.

- d) Any member of the Board of Trustees may resign at any time by giving written notice to the president of the Association. Any member of the Board of Trustees may be removed from membership on the Board of Trustees by a two-third majority vote of the association. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next election of the Association.
- e) The members of the Board of Trustees shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, that any member of the Board of Trustees may be employed by the Association in another capacity and receive compensation for such employment.
- f) The Board of Trustees, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these By-laws, the house rules and the administrative rules and regulations governing the property. The Board of Trustees shall have the powers, duties and responsibilities with respect to the property as contained in the act, the Declaration and these By-laws.
- g) The meetings of the Board of Trustees shall be held at such places within the State of Utah as the Board of Trustees shall determine. Three or more members of the Board of Trustees shall constitute a quorum and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees.
- h) Regular and Special Meetings of the Board of trustees may be called by the president or by any two (2) Board of Trustees members. Notice of such meeting shall be given at least ten (10) days before the meeting, by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.
- i) The fiscal year shall be determined by the Board of Trustees.
- j) Because service on the Board of Trustees is voluntary and in the interest of being sensitive to time and commitments, it is proposed that the committee may hold meetings via telephone, so long as all members have no difficulty hearing each other. Members of the Board of Trustees or any subcommittee designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee by means of conference telephone or other similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant hereto shall constitute presence in person at such meeting.
- k) All Board of Trustees meetings shall be open to all voting members, but attendees other than members of the Board of Trustees may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.
- l) The Board of Trustees, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation, or threatened litigation in which the Association is or may become involved and orders of

business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3. Meetings of the Association.

- a) The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of unit owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.
- b) Unless otherwise determined by the Board of Trustees, the elections for the Association shall be held on the first Thursday of June at 7:00 p.m. at the property or at such other reasonable date, time and place (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Trustees delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to a meeting of the Association the Board of Trustees shall furnish to the unit owners; (a) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each unit owner; and (b) a statement of the common expenses itemizing the receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the June meeting, that budget statement shall be delivered to the unit owners who were not present at the meeting.
- c) Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Trustees, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date of fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

4. Officers.

- a) The officers shall be a president, secretary and treasurer. No officer shall receive compensation for serving as such. Officers shall be elected by at the June meeting by the unit owners.
- b) The president shall be the chief executive of the Board of Trustees and shall preside at all meetings of the unit owners and of the Board of Trustees and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He or she shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts that the Board of Trustees may require.

- c) The secretary shall keep minutes of all proceedings of the Board of Trustees and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Trustees. In the absence or inability of the president, the secretary shall perform the functions of the president.
 - d) The treasurer shall be responsible for the fiscal affairs of the Association.
5. Litigation.
- a) If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiffs expenses, including reasonable counsel's fees, shall be a common expense, provided, however, that if such action is brought against the unit owners or against the Board of Trustees, the officers, employees or agents therefor, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners. The plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.
 - b) Complaints brought against the Association, the Board of Trustees or the officers, employees or agents thereof in their respective capacities as such or the property as a whole, shall be directed to the Board of trustees, which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Trustees and the unit owners and mortgagees shall have no right to participate other than through the Board of Trustees in such defense. Complaints against one or more, but less than all unit owners shall be directed to such unit owners who shall promptly give written notice thereof to the Board of Trustees and to the mortgagees affecting such units and shall be defended by such unit owners.
6. Abatement and Enjoyment of Violations by Unit Owners.
- The violation of any house rules or administrative rules or regulations adopted by the Board of Trustees or the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Board of Trustees the right in addition to any other rights set forth in these By-laws:
- a) To abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof and the Board of Trustees shall not thereby be deemed guilty in any manner of trespass; or
 - b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
7. Accounting.
- a) The books and accounts of the Association shall be kept under the direction of the treasurer.
 - b) The books and accounts of the Association shall be available for inspection by any unit owner or his authorized representative by calling a special meeting of the Board of Trustees.
8. Amendment of By-laws.

These By-laws may be amended by a majority affirmative vote of the Association at a meeting duly called for such purposes. Any material amendment to these By-laws must be reviewed by all homeowners. If there are no changes or objections (must be submitted in writing to the President), the Board of trustees shall acknowledge the amended By-laws, setting forth the fact of the required affirmative review of the unit owners, and the amendment shall be effective upon recording.

9. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

10. Captions

The captions herein are inserted only as a matter of convenience and for the reference and in no way to define, limit or describe the scope of these By-laws nor the intent of any provision hereof.

Amended Feb 2015
Meadow Green Park HOA

Meadow Green Park Homeowner's Association

June 5, 2015

On June 21, 2012 Meadow Green Park HOA held a board meeting and elections of new officers open for all residents to attend. Meadow Green Park ~~HOA~~ consists of lots; 101R, 121R through 126R and 102 through 120, see attached. *KIR*

At the June 21 meeting and with some follow up communications, the new officers to serve from June 2012 to June 2015 are as follows:

President: Ken Stewart Secretary: Bruce Sweeten Treasurer: Sondra Trillo

Board members include: Lindsay Burningham, Ernesto Torres and Joe Trillo

The new board will be meeting in the fall. That meeting will be public for any homeowners to attend.

If you have any questions, you may contact Ken Stewart at 385-439-3253.

President
Ken Stewart



State of Utah)

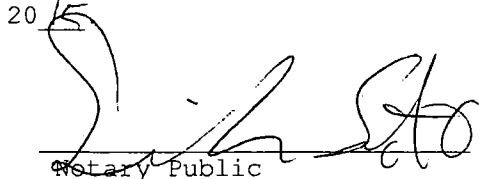
County of Davis)

Before me, the undersigned notary public, this day, personally, appeared Ken Stewart to me known, who being duly sworn according to law, deposes the following:

(Affiant's Statement)


(Signature of Affiant)

Subscribed and sworn to before me this 5th day of JUNE, 2015


Notary Public

My Commission Expires: Oct. 18 2016

