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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2595 E 3300 S  
SLC UT 84109  
BY: LDT, DEPUTY - WI 16 P.

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
2595 East 3300 South  
Salt Lake City, UT 84109  
(801) 485-1555  
jim@blakesleylaw.com

**NOTICE OF BYLAWS OF OLD FARM HOMEOWNERS ASSOCIATION**

Pursuant to Utah Code Ann., ' ' 57-8-15 (1963) and 16-6a-206(1)(a) (2000):

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS AND TITLE COMPANIES that attached hereto and incorporated herein by this reference is a true and correct copy of the Bylaws of the Old Farm Homeowners Association, adopted and followed since December 31, 1976, and hereby ratified by the current Board of Trustees of the Old Farm Homeowners Association.

This affects the real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

DATED this 19<sup>th</sup> day of April, 2011.

OLD FARM HOMEOWNERS ASSOCIATION

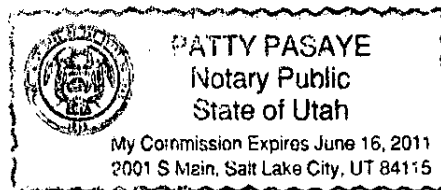
By: *Sally McQueen*  
Name: Sally McQueen  
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )ss:  
COUNTY OF SALT LAKE )

On the 19<sup>th</sup> day of April, 2011, personally appeared before me Sally McQueen, who by me being duly sworn, did say that she is the President of the Old Farm Homeowners Association, and that the within and foregoing notice was signed in behalf of said Association by authority of a resolution of its Board of Trustees and said Sally McQueen duly acknowledged to me that said Association executed the same.

*Patty Pasaye*  
NOTARY PUBLIC



BY-LAWS  
OF  
OLD FARM HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the Corporation is OLD FARM HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at Salt Lake County, Utah, but meetings of Members and trustees may be held at such places within the State of Utah, as may be designated by the Board of Trustees.

ARTICLE II

Definitions

1. Association shall mean and refer to ~~OLD FARM HOMEOWNERS ASSOCIATION~~, its successors and assigns.
2. Member shall mean and refer to ~~every person who holds membership in~~ the Association.
3. Developer shall mean and refer to ~~Prowood, Inc.~~, a Utah Corporation, its successors and assigns.
4. Declaration shall mean and refer to the instrument entitled ~~"DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CONCERNING THE OLD FARM COMMUNITY, PHASE I"~~, executed and acknowledged by the Developer on or about the 15th day of June, 1974, and filed for record in the office of the County Recorder of Salt Lake County, Utah on the 19th day of June, 1974 in which Developer makes certain declarations and subjects to certain covenants, restrictions, conditions, easements, charges, and liens, the Parcel specifically described in the Declaration.
5. Entire Tract shall mean and refer to the ~~real property~~ in Salt Lake County, Utah, together with all appurtenances thereto, particularly described in the Declaration and in the Articles of Incorporation of this Association.
6. Parcel shall mean and refer to ~~each portion of the~~ ~~Parcel~~ ~~which~~, within 30 years after the date on which the Declaration is filed for record, as aforesaid, ~~is separately sub-~~ ~~jected to the terms of the Declaration with the intention that it~~ shall thereby comprise a portion of the Common Properties. The real property described in Article II of the Declaration constitutes a parcel.
7. Common Properties shall at any point in time, mean and refer to and consist of the Parcel above mentioned, all improvements of said Parcel, if any, all other Parcels which thereafter have been subjected to the terms of the Declaration, and all improvements on such other Parcels.
8. Map shall mean and refer to any record of survey ~~map~~ ~~of a condominium project which:~~ (a) covers a portion of the ~~Entire Tract;~~ (b) which describes or creates four or more Condominium Units;

(c) on which or in which an instrument recorded in conjunction therewith there is expressed the intent that the Project created by the Map shall comprise a part of the development; and (d) which is recorded in the office of the County Recorder of Salt Lake County, Utah, within thirty (30) years after the date on which the Declaration is so filed. Also recorded simultaneously with the Declaration was a Declaration of Conditions, Covenants and Restrictions of the Lexington Village, a Prowswood Open Space Community and a Record of Survey Map of "The Lexington Village, at Old Farm, a Prowswood Open Space Community," a Utah Condominium Project, executed and acknowledged by Developer on or about the 13th day of June, 1974 and creating 77 Condominium Units.

9. Owner shall mean and refer to any person who is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an interest in any Condominium Unit within the Entire Tract. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party shall have acquired title pursuant to the foreclosure of any arrangement or proceeding in lieu thereof.

10. Undeveloped Land shall at any point in time, mean, refer to and consist of such portion of the Entire Tract as is then neither included within any Project or any Parcel not improved with complete residential structures and related on and off-site improvements ordinarily in existence when a tract of land is considered to be fully developed.

11. The Old Farm Community or the Community shall, at any point in time, mean, refer to, and consist of all Common Properties and all Projects then in existence.

### ARTICLE III

#### Meeting of Members

1. Annual Meetings. The first annual meeting of the Members shall be held on the 15th day of September, 1975, in Salt Lake County, Utah. Thereafter, annual meetings of the Members shall be held on the 15th day of September of each succeeding year. The time of the meetings shall be 8:00 p.m., unless otherwise designated. If the day fixed for the annual meeting falls on a legal holiday, such meeting shall be held on the next succeeding business day. The purpose of the annual meeting shall be the election of trustees and the transaction of such other business as may come before the meeting. If the election of the trustees is not to be held the day designated herein for an annual meeting, the Board of Trustees shall cause such election to be held at a meeting of the Members as soon thereafter as may be convenient.

2. Special Meetings. A special meeting of the Members may be called at any time by the President, or the Board of Trustees, by the Class-B Members, or by Class-A Members, who absent any objection, would collectively be entitled to cast not less than 50 votes.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting; and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. Excepting as otherwise provided in the Articles of Incorporation or in the Declaration, those Members present in person or by proxy shall constitute a quorum at a meeting of the Members.

5. Proxy. At any meeting of the Members a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided, no proxy shall be valid after eleven (11) months from the date of its execution.

6. Cumulative Voting. At each election for trustees, the vote or votes attributable to a Unit may be accumulated by the Member or Members entitled to cast the same by giving one candidate as many votes as the number of trustees to be elected multiplied by the number of votes concerned shall equal or by distributing the total votes so determined among any number of candidates. A plurality shall be sufficient for the election of a candidate.

7. Necessary Vote. Except as concerns the election of trustees and except with respect to those proposals which under the Articles of Incorporation, under the Declaration, or these By-Laws require a greater proportion for adoption, the affirmative vote of a majority of all votes which Members present in person or represented by proxy or entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

#### ARTICLE IV

##### Board of Trustees

1. Number. The business and affairs of the Association shall be managed by a Board of Trustees composed of five (5) trustees.

2. Classification of Trustees. The Trustees shall be classified as follows: (a) Three Trustee positions shall be filled by the duly elected or appointed Chairpersons of each of the three Community Management Committees or their officially appointed representative. Their term of office as a Trustee shall coincide with their term of office as Chairperson of their respective management committee, or if an appointed alternate, as long as that appointment shall be in effect. (b) The other two Trustee positions shall be Members at Large and shall be filled by open election of and from the Membership at the regular annual meeting. The first year of election two Trustees will be elected by majority vote. The nominee getting the highest vote count shall serve for two years. The second highest shall serve for one year only, thus calling for an election of one new Trustee each year with each subsequent election then being for two years. Each Trustee shall hold office until his successor has been duly elected or appointed.

3. Qualification. Each Trustee shall be either a Member or an agent, employee or officer of a corporate Member, and from and after five (5) years from the date of the filing of the Articles of Incorporation of the Association there shall be elected a minimum of one Member from each of the Projects in the Old Farm Community.

4. Removal and Vacancy. Any trustee may be removed from the Board, with cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor if the vacancy is a Member at Large. If the vacancy is from the Community Management Representatives, the successor shall be selected by the appropriate management committee.

5. Compensation. No trustee shall receive compensation for any service he may render to the Association as such. However, any trustee may be reimbursed for his actual expenses incurred in performance of his duties.

6. Action Taken Without A Meeting. The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

## ARTICLE V

### Nomination and Election of Trustees

1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members.

2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI

### Meeting of Trustees

1. Annual Meeting. The annual meeting of the Board of Trustees shall be held without notice other than this section immediately after, and at the same place as, the annual meeting of the Members. Board of Trustees may provide by resolution the time and place within the State of Utah for the holding of additional meetings without notice other than such resolution.

2. Special Meetings. Special meetings of the Board of Trustees may be held by or at the request of the President of the Association, or by any three Trustees.

3. Notice. Written or printed notice stating the place, day, and hour, of any special meeting of the Board shall be given to all Trustees at least three (3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid at least three business days before the meeting date to each trustee at his business address. Attendance of a trustee at any meeting shall constitute a waiver of notice of such meeting unless the trustee attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at, nor the purpose of any meeting need be specified in the notice thereof.

4. Quorum. A majority of the Trustees then 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 at a meeting at which a quorum is present shall constitute the act of the Board of Trustees unless the act of a greater number is required by law.

## ARTICLE VII

### Powers and Duties of the Board of Trustees

1. Powers. The Board of Trustees shall have power to:
  - a. Adopt and publish rules and regulations governing the use of the Common Properties, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
  - b. Suspend the voting right and right to use of the Common Properties of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
  - c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
  - d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.
2. Duties. It shall be the duty of the Board of Trustees to:
  - a. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half of the Class A members who are entitled to vote;
  - b. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
  - c. As more fully provided in the Declaration, to:
    - (1) Fix the amount of the annual assessment against each Unit at least 30 days in advance of each annual assessment period;
    - (2) Send written notice of such assessment Owner subject thereto at least 30 days in advance of each annual assessment period; and
    - (3) Foreclose the lien against any property for which assessments are not paid as required by the Declaration or to bring an action at law against the Owner personally obligated to pay the same.
  - d. Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - e. Procure and maintain adequate hazard and liability insurance on property owned by the Association;

f. Cause all officers or employees having physical responsibilities to be bonded, as it may deem appropriate;

g. Cause the Common Properties to be maintained;

h. Cause the Common Areas of the Projects in the Community to be maintained.

## ARTICLE VIII

### Officers and Their Duties

1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers, as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph 4 of this Article.

8. Duties. The duties of the officers are as follows:

#### President:

a. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

#### Vice President

b. 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.

Secretary

c. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate and current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books and accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

Committees

In addition to the Nominating Committee as provided in these By-Laws, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner, personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Unit.

ARTICLE XI

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:



ARTICLE XII

Amendments

1. These By-Laws may be amended, at a regular or special meeting of the Board of Trustees at which a quorum is present.
2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

Miscellaneous

The fiscal year of the Association shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_ of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the trustees of the Old Farm Homeowners Association, have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting secretary of the Old Farm Homeowners Association, a Utah non-profit corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Trustees thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1974.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of this Association this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
 Secretary

**EXHIBIT "A"**  
**Legal Description**

The property referred to in the foregoing notice is located in Salt Lake County, Utah and is described more particularly as follows:

**EXHIBIT A  
(PHASE I)**

Beginning at a point North 89°58'25" West 62.00 feet and South 0°14'13" West 2577.49 feet and West 913.21 feet and North 175.705 feet and North 60°00' East 150.81 feet and South 86°00' East 47.54 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat "A" Big Field Survey, said point of beginning also being South 599.46 feet and West 568.43 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 86°00' West 37.54 feet; thence North 4°00' East 5.00 feet; thence South 86°00' East 37.54 feet; thence South 4°00' West 5.00 feet to the point of beginning.

EXCLUDING all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above-described Parcel.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described Parcel and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration, of any Map, or of any Declaration of Condominium related to a Map: (a) To construct Condominium Project(s) and to improve portions of the property within each Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) To improve the above-described Parcel with such structures and facilities (including, but not limited to, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; (c) To improve Parcels hereafter becoming a part of the Common Properties with such structures and facilities (including but not limited to, social center, pool, tennis courts, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; and (d) To develop and improve, as Developer may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract, irrespective of whether or not the particular portion developed or improved constitutes or is to constitute a Parcel or a Project. If, pursuant to the foregoing reservations, the above-described Parcel or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcel as may be necessary to enable access to each and every portion of the Entire Tract, irrespective of whether or not the particular portion constitutes or is to constitute a Parcel or a Project.

FURTHER RESERVING unto the Developer (its successors, assigns, tenants and licensees) the perpetual easement to ride horses stabled on the real property hereinafter described (the Stables Property) on, across and through any and all areas of the Parcel known, existing, created, designated, or referred to as the "exercise paths". In connection with this reservation of easement, it is recognized that a reasonable assessment (mutually agreeable to the Association and the Developer) may be levied by the Association to clean the exercise paths made necessary by the presence of horses thereon. The Stable Property is particularly described as follows:

Beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North 1°18' West 257.49 feet; thence North 85°33' West 135.70 feet; thence North 3°00' West 93.35 feet; thence North 87°00' East 142.00 feet; thence North 3°00' West 42.00 feet; thence North 87°00' East 258.00 feet; thence South 25°00' East 43.00 feet; thence South 4°00' West 135.00 feet; thence North 86°00' West 10.00 feet; thence South 60°00' West 150.81 feet; thence South 175.705 feet to the point of beginning.

All of the foregoing is subject to: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above-described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

parcels 22-06-226-003  
22 06 226 005  
16 31 476 024  
16 31 476 019

**EXHIBIT A  
(PHASE II)**

Parcel A (Lake Area):

Beginning at a point South 1751.97 feet and West 850.50 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being 21.79 feet South and West 611.10 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 64°30' East 41.80 feet; thence South 87°59'36" East 155.48 feet to a point of a curve to the right, the radius point of which is South 53°04'40" West 200.00 feet; thence Southeasterly along the arc of said curve 66.11 feet to a point of tangency; thence South 18°00' East 44.00 feet; thence South 20°44'10" East 30.335 feet; thence South 87°59'36" East 10.00 feet; thence South 6°33'40" East 53.83 feet; thence South 5°30' West 53.00 feet; thence South 11°00' West 24.50 feet; thence South 38°00' West 46.00 feet to the point of a 300.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 141.37 feet to a point of tangency; thence South 65°00' West 58.53 feet to the point of a 20.00 foot radius curve to the left, thence Southwesterly along the arc of said curve 21.29 feet to a point of tangency; thence South 4°00' West 129.85 feet; thence North 86°00' West 37.54 feet; thence North 4°00' East 135.00 feet; thence North 25°00' West 43.00 feet; thence South 87°00' West 258.00 feet; thence South 3°00' East 42.00 feet; thence South 87°00' West 140.98 feet; thence North 25°00' East 113.59 feet; thence North 43°00' East 33.00 feet; thence North 66°00' East 45.00 feet; thence North 75°00' East 77.00 feet; thence North 55°00' East 45.00 feet; thence North 45°00' East 115.00 feet; thence North 12°00' East 41.33 feet; thence North 30°00' East 174.10 feet to the point of beginning.

Excepting therefrom the following: Beginning at a point North 89°58'25" West 62.00 feet and South 0°14'13" West 1781.74 feet and North 87°59'36" West 288.11 feet and South 0°13' West 141.00 feet and North 87°59'36" West 362.80 feet from the Northeast corner Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning described in old deeds as being South 0°13' West 187.09 feet and North 87°59'36" West 362.80 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 55.00 feet; thence South 3°48'04" West 81.27 feet; thence South 69°00' East 66.50; thence North 5°30' East 49.00 feet; thence North 6°45'21" West 54.60 feet to the point of beginning.

Parcel B (Old Farm Road):

Beginning at a point on the West right of way line of 700 East Street, said point being North 89°58'25" West 62.00 feet and South 0°14'13" West 1796.065 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 66.38 feet and East 169.975 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 743.80 feet; thence North 64°30' West 349.80 feet; thence North 77°15' West 122.25 feet; thence West 232.18 feet; thence South 45°00' West 46.58 feet; thence North 0°03'15" West 132.00 feet; thence South 45°00' East 46.76 feet; thence East 251.83 feet; thence South 64°30' East 420.02 feet; thence South 71°23'16" East 40.05 feet; thence South 87°59'36" East 742.26 feet to the

West right of way line of 700 East Street; thence along said right of way line South  $0^{\circ}14'13''$  West 50.02 feet to the point of beginning.

Parcel C (Community Center and Tennis Courts):

Beginning at a point which is South 1731.46 feet and West 512.365 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 1.83 feet and West 272.96 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North  $87^{\circ}59'36''$  West 298.84 feet; thence North  $71^{\circ}23'16''$  West 40.05 feet; thence North  $1^{\circ}00'$  West 190.00 feet; thence North  $53^{\circ}00'$  East 124.00 feet; thence South  $67^{\circ}35'$  East 309.93 feet to a point of a curve to the right, the radius point of which is South  $64^{\circ}26'31''$  West 63.50 feet; thence Southeasterly along the arc of said curve 70.44 feet to a point of a reverse curve to the left, the radius point of which is South  $52^{\circ}00'$  East 182.00 feet; thence Southeasterly along the arc of said curve 111.83 feet to the point of beginning.

Parcel D (Old Farm Lane):

Beginning at a point North  $89^{\circ}58'25''$  West 401.96 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey and running thence South  $0^{\circ}09'36''$  West 272.66 feet; thence North  $89^{\circ}58'49''$  West 21.69 feet to a 185.00 foot radius curve to the right, the radius point of which is North  $69^{\circ}37'52''$  West 185.00 feet; thence Southwesterly along the arc of said curve 54.51 feet to a point of a reverse curve to the left, the radius point of which is South  $52^{\circ}45'$  East 371.00 feet; thence Southwesterly along the arc of said curve 180.76 feet to a point of a compound curve to the left, the radius point of which is South  $80^{\circ}40'$  East 913.72 feet; thence Southwesterly along the arc of said curve 180.74 feet to a point of tangency; thence South  $2^{\circ}00'$  East 108.63 feet to a 1035.00 foot radius curve to the left, the radius point of which is North  $88^{\circ}00'$  East 1035.00 feet; thence Southeasterly along the arc of said curve 198.70 feet to a point of a compound curve to the left, the radius point of which is North  $77^{\circ}00'$  East 215.00 feet; thence Southeasterly along the arc of said curve 45.65 feet to a point of a reverse curve to the right, the radius point of which is South  $64^{\circ}50'$  West 265.00 feet; thence Southeasterly along the arc of said curve 116.40 feet to a point of tangency; thence South 272.95 feet to a 254.80 foot radius curve to the left, the radius point of which is East 254.80 feet; thence Southeasterly along the arc of said curve 137.86 feet to a point of a reverse curve to the right, the radius point of which is South  $59^{\circ}00'$  West 113.50 feet; thence Southwesterly along the arc of said curve 136.68 feet to a point of a reverse curve to the left, the radius point of which is South  $52^{\circ}00'$  East 132.00 feet; thence Southwesterly along the arc of said curve 80.42 feet; thence North  $87^{\circ}59'36''$  West 50.01 feet to a 182.00 foot radius curve to the right, the radius point of which is South  $87^{\circ}12'23''$  East 182.00 feet; thence Northeasterly along the arc of said curve 111.83 feet to a point of a reverse curve to the left, the radius point of which is North  $52^{\circ}00'$  West 63.50 feet; thence Northeasterly along the arc of said curve 76.47 feet to a point of a reverse curve to the right, the radius point of which is North  $59^{\circ}00'$  East 304.80 feet; thence Northwesterly along the arc of said curve 304.80 feet to a point of tangency; thence North 272.95 feet to a 215.00 foot radius curve to the left, the radius point of which is West 215.00 feet; thence Northwesterly along the arc of said curve 94.44 feet to a point of a reverse curve to the right, the radius point of which is North  $64^{\circ}50'$  East 265.00 feet; thence Northwesterly along the arc of said curve 56.27 feet to a

point of a compound curve to the right, the radius point of which is North 77°00' East 1085.00 feet; thence Northwesterly along the arc of said curve 208.30 feet to a point of tangency; thence North 2°00' West 108.63 feet to a 963.72 foot radius curve to the right, the radius point of which is North 88°00' East 963.72 feet; thence Northeasterly along the arc of said curve 190.63 feet to a point of compound curve to the right, the radius point of which is South 80°40' East 421.00 feet; thence Northeasterly along the arc of said curve 205.13 feet to a point of a reverse curve to the left, the radius point of which is North 52°45' West 135.00 feet; thence Northeasterly along the arc of said curve 20.66 feet; thence South 89°58'49" East 6.01 feet; thence North 0°08'46" East 272.67 feet; thence South 89°58'25" East 70.52 feet to the point of beginning.

Description of Maintenance Yard:

Beginning at a point which is South 733.08 feet and West 891.29 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A" Big Field Survey, said point of beginning also being North 997.10 feet and West 651.88 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 0°01'07" West 100.00 feet; thence North 89°58'53" West 100.00 feet; thence North 0°01'07" East 100.00 feet; thence South 89°58'53" East 100.00 feet to the point of beginning.

EXCLUDING all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above-described Parcel.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described Parcels and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration, of any Map, or of any Declaration of Condominium related to a Map): (a) To construct Condominium Project(s) and to improve portions of the property within each Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) To improve the above-described Parcels with such structures and facilities (including, but not limited to, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; and (c) To develop and improve, as Developer may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract, irrespective of whether or not the particular portion developed or improved constitutes or is to constitute a Parcel or a Project. If, pursuant to the foregoing reservations, the above-described Parcels or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcels as may be necessary to enable access to each and every portion of the Entire Tract, irrespective of whether or not the particular portion constitutes or is to constitute a Parcel or a Project.

FURTHER RESERVING unto the Developer (its successors, assigns, tenants and licensees) the perpetual easement to ride horses stabled on the real property hereinafter described (the Stables Property) on, across and through any and all areas of the Parcels known, existing, created, designated, or referred to as the "bridle path." In connection with this reservation of easement, it is recognized that a reasonable assessment (mutually agreeable to the Association and the Developer) may be levied by the Association to clean the bridle paths made necessary by the presence of horses thereon. The Stable Property is particularly described as follows:

Beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North 1°18' West 257.49 feet; thence North 85°33' West 135.70 feet; thence North 3°00' West 93.35 feet; thence North 87°00' East 142.00 feet; thence North 3°00' West 42.00 feet; thence North 87°00' East 258.00 feet; thence South 25°00' East 43.00 feet; thence South 4°00' West 135.00 feet; thence North 86°00' West 10.00 feet; thence South 60°00' West 150.81 feet; thence South 175.705 feet to the point of beginning.

All of the foregoing is subject to: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above-described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Parcels 22-06-226-003  
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16 31 476 024  
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