

Homestead Farms Association

1873 #3 West Homestead Farms Lane
West Valley City, Utah 84119

4055756

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (Declaration of April 26, 1977 as amended May 1, 1983)

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Patricia H. Hodel
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Homestead Farms

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CLERK OF DISTRICT COURT
SALT LAKE COUNTY, UTAH

AMENDED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Amended effective the 1st day of May 1983 by a vote of ninety percent (90%) of the "Lot Owners."

THIS DECLARATION, made on the date hereinafter set forth by Homestead Farms, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in West Valley City, County of Salt Lake, State of Utah, which is more particularly described as:

Phase I. Beginning at a point which is S 0°01'15"E 1040.79 feet along the quarter-section line, said quarter section line also being the center line of Redwood Road and S89°54'13"W 270.02 feet from the North Quarter corner of Section 34, T. 1S, R. 1W, S.L.B. & M; thence S0°01'14"E, 211.45 feet; thence S89°58'45"W 60.000 feet; thence S0°01'14"E 148.30 feet; thence N89°41'39"E 19.93 feet; thence S0°18'21"E 86.502 feet; thence S89°53'40"W 227.542 feet; thence N0°05'47"W 257.955 feet; thence N0°05'47"W 257.955 feet; thence N89°54'13"E 7.0 feet; thence N0°05'47"W 188.18 feet; thence N89°54'13"E 260.77 feet to the point of beginning. Contains 2.4286 acres.

Phase II. Beginning at a point which is S0°01'15"E 1040.79 feet along the quarter section line, said quarter section line also being the center line of Redwood Road and S89°54'13"W 761.54 feet from the North quarter corner of section 34, T. 1S, R. 1W, S.L.B. & M; thence N89°54'13"E 230.75 feet; thence S0°05'47"E 188.17 feet; thence S89°54'13"W 7.00 feet; thence S0°05'47"E 257.96 feet; thence S89°53'40"W 254.75 feet; thence N0°05'47"W 183.91 feet; thence N89°54'13"E 31.00 feet; thence N0°05'47"W 262.26 feet to the point of beginning. Contains 36 lots and 2.453 acres.

Phase III. Beginning at a point which is S0°01'15"E 1040.79 feet along the quarter section line, said quarter section line also being the center line of Redwood Road, and S89°54'13"W 761.54 feet from the North quarter corner of section 34 T. 1S, R. 1W, S.L.B. & M; thence S0°05'47"E 262.26 feet; thence S89°54'13"W 31.00 feet; thence S0°05'47"E 183.91 feet; thence S89°53'40"W 469.12 feet to the point of tangency of a 588.33 foot radius curve to the left (radius bears N80°55'07"W) thence 91.99 feet along said curve; thru a central angle of 8°57'32" thence N0°07'21"E 298.00 feet to a point of tangency of 588.12 foot radius curve to the left (radius bears N89°52'39"W) thence 56.74 feet along

said curve; thru a central angle of 5°31'40" thence N89°54'13"E 493.97 feet to the point of beginning. Containing 76 lots and 4.916 acres.

Recreational Vehicle Parking Area. Beginning at a point which lies S0°01'15"E 1040.79 feet and S89°54'13"W 270.02 feet from the North Quarter Corner of Section 34, T. 1S, R.1W, Salt Lake Base and Meridian, said point is also the point of beginning of Homestead Farms Planned Unit Development. Running thence N89°54'13"E 75.00 feet; thence S0°01'15"E 150.30 feet to a point on the arc of a 138.148 foot radius curve to the left (the radius point of which bears S32°37'25"E); thence along the arc of said curve 2.397 through a central angle of 0°59'39" to the point of reverse curvature of a 130.00 feet radius curve to the right, (the radius point of which bears N33°35'47"W); thence along the arc of said curve 76.009 feet through a central angle of 33°30'00"; thence S89°54'13"W 1.14 feet to the East boundary line of Homestead Farms P.U.D.; thence N0°01'15"W 173.17 feet along said East line to the point of beginning. Containing 0.28 acre.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Homestead Farms Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

"All roadways, walks, landscaped areas, parking areas and all other property and improvements located within boundaries of the property hereinbefore described but exclusive of individually owned lots."

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Homestead Farms Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of parking spaces that may be provided in addition to the carports that are constructed with each unit. The assignment of such additional parking will be made, in writing, by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on April 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Effective January 1, 1983, the annual assessment shall be Seven Hundred Twenty Dollars (\$720.00) per Lot.

(a) From and after January 1, 1983, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1983, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The stipulations hereinafter provided will apply for the protection of any party holding first mortgages on any Lot or the Common Area:

(a) A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by an individual Owner-Borrower of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association, which default is not cured within sixty (60) days.

(b) Any first mortgagee who obtains title to a Lot on the properties pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or deed (assignment in lieu of foreclosure), will be exempt from any "right of first refusal," contained in the planned unit development constituent documents.

(c) Any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for any unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(d) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Declarant) of the individual Lots in the planned unit development have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common property owned directly or indirectly by the Association and used for the benefit of the Lots in the planned unit development. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property shall not be deemed a transfer within the meaning of this paragraph.

(2) Change the method of determining the obligations, assessment dues or other charges which may be levied against an Owner.

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the Common Property, walk, fences and driveways, or the upkeep of lawns and plantings in the planned unit development.

(e) First mortgagees shall have the right to examine the books and records of the Association.

(f) First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which or may become a charge against any of the Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

(g) No provision of the planned unit development constituent documents gives a Lot owner or any other party, priority over any rights or first mortgagees in the case of a distribution to a Lot owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property of the planned unit development.

(h) Assessments of the Association shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Property that must be replaced on a periodic basis and such assessments shall be payable in regular installments rather than by special assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces nor the replacement of exterior doors.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Patching of cracks, resurfacing of concrete, and other major repairs of deck, patio and carport concrete surfaces and slabs will be the responsibility of the Association, however, the method and extent of repair will be as determined by the Board of Directors.

ARTICLE VIII

USE RESTRICTIONS AND EASEMENTS

RESTRICTIONS ON USE. In order to enforce the provisions of this Article, the Association will provide written notice of any violation to the Lot Owner. If corrective action has not been taken within five days following notification, the Association will act, through its own resources or the civil authorities, to have the violation corrected. The properties, homes, and Common Areas and facilities shall be used and occupied as follows:

1. No part of the properties shall be used for other than housing and the related common purposes for which the properties were designed. Each unit shall be used and occupied as a residence and for no other purpose.

2. There shall be no obstruction of the Common Area and facilities nor shall anything be stored in the Common Area and facilities without the prior written consent of the Association except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the Common Area and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his unit or in the Common Area or facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the Common Area and facilities.

4. No Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or outside of windows or doors, without the prior written consent of the Association.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the Common Area and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the Association and provided that they are not kept,

bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten (10) days written notice from the Association.

6. No noxious or offensive activity shall be carried on in any unit or in the Common Area and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on or to the Common Area and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Area and facilities or buildings, or on any fences within the Properties. The Common Area and facilities shall be kept free and clear of all rubbish, debris and other unsightly material.

9. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained or permitted on any part of the Properties except such as may be permitted by the Association and written consent granted. No "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the property or in any unit therein, except that:

a. The Declarant may perform or cause to be performed such work as is incident to the completion of the development of the property or to the sale or lease of units owned by the Declarant.

b. The Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold, unoccupied or reacquired units and may place such other signs on the Property as may be required to facilitate the sale or lease of unsold units.

c. The Association or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the Property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the Association.

10. Parking will be permitted only as directed by the Association in its published Rules and Regulations. No inoperative vehicles, recreational vehicles, or any property will be stored or maintained in the carport of any unit which will require the Owner or occupant to maintain a vehicle in a Common Area parking area. Vehicle parking is permitted only in carports, parking indentions, and along the curbs of Homestead Farms Lane. Parking is not permitted on any street running in front of any building.

11. Furniture, equipment, supplies or any other materials will not be maintained, stored or used in the carport of any unit without the prior written consent of the Association.

ARTICLE IX

RECREATIONAL VEHICLE PARKING FACILITY

The Recreational Vehicle Parking Facility may be used by Owners, occupants of units, or any other person authorized by the Association. A charge will be made for the use of the facility as determined by the Association. Recreational vehicles, inoperative vehicles, trailers, or similar vehicles or equipment may be stored in the facility.

ARTICLE X

INSURANCE

Section 1. Insurance, Common Area and Application of Proceeds. The Association shall obtain and keep in full force and effect liability and hazard insurance covering the Common Area and all improvements thereon in the amount of one hundred percent (100%) of the insurable value (based upon current replacement costs), with the insurance written in the name of and the proceeds thereof payable to the Association. Premiums of all insurance carried by the Association shall be uniformly assessed against the Owners of the Lots and shall be included in the annual common assessments of the Association. In the event of damage to or destruction of any part of the Common Area or improvements thereon, the Association shall repair or replace the same with the proceeds of said liability and hazard insurance; should the proceeds of said insurance be insufficient to completely pay for said repair or reconstruction, the Association shall nevertheless complete said repair or replacement and shall levy a special reconstruction assessment, which assessment shall be in addition to all other assessments under this Declaration, against each Owner on a uniform basis, sufficient to pay for said repair or reconstruction and such reconstruction assessment shall constitute a lien upon the Lot of each Owner.

Section 2. Insurance, Improved Lots and Application of Proceeds. The Association shall obtain and keep in full force and effect, hazard insurance covering each improved Lot in the amount of one hundred percent (100%) of the insurable value (based upon current replacement costs), with the insurance written in the name of and the proceeds thereof payable to the Association. Premiums of all insurance carried by the Association shall be uniformly assessed against the Owners of the improved Lots and shall be included in the monthly common assessments of the Association. It is further understood that each Owner shall obtain his own insurance covering liability and personal property.

Section 3. Repair of Damage. In the event that all or any portion of any Lot or improvement thereon is damaged or destroyed, it shall be the duty of the Owner of said Lot to repair or reconstruct the same in a manner which shall restore it substantially to its appearance and condition immediately prior to the damage or destruction, with all plans and specifications for such repair or reconstruction first being submitted for approval to the Association. The proceeds from said insurance shall be applied to pay for such repair or reconstruction

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and for no other purpose, with the Owner himself making up any deficiency in the proceeds necessary to fully pay for such repair or reconstruction.

Section 4. Right of First Mortgagee. The provisions of this Article with respect to any particular Lot Owner shall be subject to the right of any mortgagee under the provisions of a mortgage or deed of trust, security instrument with respect to insurance proceeds which are in conformity with the requirements of the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association regarding loans which they will purchase.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Condemnation of Common Area. Should any part of the Common Area be condemned and an award given therefore, the proceeds of such an award shall be distributed to the Association, Lot Owners, and mortgagees as their respective interests appear under appropriate law and documents.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26th day of April, 1977.

/s/ Lloyd Prestwich, Pres

This amended Declaration of Covenants, Conditions and Restrictions supercedes the original Delcaration of April 26, 1977 and becomes effective on the 1st day of May 1983.

HOMESTEAD FARMS ASSOCIATION INC.

Daryl J. Healy Daryl J. Healy
DARYL J. HEALY, President
Board of Directors

STATE OF UTAH)
COUNTY OF SALT LAKE)

I Lu Ann Pose, a Notary Public, hereby certify that on the 30 day of April, 1983, personally appeared before me Daryl J. Healy who being by me first duly sworn declared that she is the person who signed the foregoing document as the President of Homestead Farms Association Inc.

In Witness Whereof, I have hereunto set my hand and seal this 30 day of April 1983.

Lu Ann Pose
Notary Public
Residing at:
West Valley City, Utah STATE

My Commission Expires:
1/24/87

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Homestead Farms Association

1873 #3 West Homestead Farms Lane
West Valley City, Utah 84119

BY-LAWS

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Homestead Farms Association

1873 #3 West Homestead Farms Lane
West Valley City, Utah 84119

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Amended effective the 1st day of May 1983 by a vote of ninety percent (90%) of the "Lot Owners."

AMENDED

BY-LAWS

OF

HOMESTEAD FARMS ASSOCIATION INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HOMESTEAD FARMS ASSOCIATION INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3646 South Redwood Road, Salt Lake City, Utah 84119, but meetings of members and Directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HOMESTEAD FARMS ASSOCIATION INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to HOMESTEAD FARMS ASSOCIATION INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Salt Lake County Recorder.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular Annual Meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of Seven o'clock, p.m. If the day for the Annual Meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A membership.

Section 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 fifteen (15) 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of

the Association.

Section 2. Term of Office. At the Annual Meeting held in 1983 for the purpose of electing Directors, the members will elect nine (9) Directors whose terms of office shall be as follows:

Three Directors will be elected for a term of three (3) years.
Three Directors will be elected for a term of two (2) years.
Three Directors will be elected for a term of one (1) year.

At the Annual General Meeting to be held in 1984 for the purpose of electing Directors of the Board and at each Annual Meeting thereafter, three Directors will be elected for a term of three (3) years to fill the vacancies created by the three (3) Directors whose terms of office have expired.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The Directors 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 Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors 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 Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 Directors 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 or nonmembers.

Section 2. Election. Election to the Board of Directors 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. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities 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) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to 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-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote;

(b) supervise all officers, agents, and employees of this 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 Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer 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 liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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.

Section 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, the President, or the 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.

Section 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.

Section 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 Section 4 of this Article.

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, 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 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 Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; 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, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal offices of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

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 property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent 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 assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HOMESTEAD FARMS ASSOCIATION INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 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 XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the HOMESTEAD FARMS ASSOCIATION INC., have hereunto set our hands this 15th day of June 1978.

/s/ Kent Prestwich

/s/ Pauline Prestwich

/s/ Lloyd Prestwich

/s/ Virginia Prestwich

/s/ Arnold C. Ashby

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the HOMESTEAD FARMS ASSOCIATION INC., a Utah 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 Directors thereof, held on the 15th day of June 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 28th day of July 1978.

/s/ Frederic Crane

This amended By-Laws supercedes the original By-Laws of June 15, 1978 and becomes effective on the 1st of May 1983
HOMESTEAD FARMS ASSOCIATION INC.

Daryl J. Healy Daryl J. Healy
DARYL J. HEALY, President
Board of Directors

STATE OF UTAH)
)
 :
COUNTY OF SALT LAKE)

I Lu Ann Pope, a Notary Public, hereby certify that on the 30 day of April, 1983, personally appeared before me Daryl J. Healy who being by me first duly sworn declared that she is the person who signed the foregoing document as the President of Homestead Farms Association Inc.

In WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of April 1983

Lu Ann Pope
Notary Public
Residing at:
West Valley City, UT

My Commission Expires:
1-26-87

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