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DOUG CROFTS, WEBER COUNTY RECORDER
08-JUN-06 905 AM FEE \$99.00 DEP SGC
REC FOR: RICHARD ADAMS

**ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE VICTORIAN ESTATES PLANNED UNIT DEVELOPMENT, PHASE 1**

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of THE VICTORIAN ESTATES PLANNED UNIT DEVELOPMENT, PHASE 1, is made and executed this 19th day of May, 2006, by RICHARD ADAMS, hereinafter referred to as "DECLARANT." 11-370-0001

RECITALS:

TD 0017

A. Declarant is the sole owner of that certain parcel of real property (sometimes referred to herein as the "Declarant's Property"), situated in Weber County, Utah, and more particularly described hereafter.

B. Declarant desires, by recording this Declaration, to submit all of the Declarant's Property to the terms of this Declaration and to provide for establishment of an incorporated homeowner's association to hold title to, and otherwise to contract for use of, common properties and improvements for the benefit of the owners of the entire parcel.

C. Declarant has obtained the acknowledgment and consent to this Declaration from all record owners of the Declarant's Properties, as well as the consent from all parties possessing liens, if any, affecting any portion of that property which, by their execution of this Agreement, or their consents on record with the Weber County Recorder, hereby join in the submission of the Declarant's Properties to the terms of this Declaration.

D. Declarant intends to provide that the individual lots located within the project, together with the undivided ownership interest in the common areas and facilities as defined herein, shall hereafter be subject to the covenants, restrictions, reservations, assessments, charges and liens herein set forth.

E. Declarant also desires to submit additional properties for expansion of the Project, pursuant to Article VIII below.

NOW, THEREFORE, Declarant hereby declares that certain parcel of real property described in Article II, below, shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purposes of protecting the value and desirability of the subject property and which shall be construed as covenants of equitable servitude and shall run with the subject property and be binding on all parties having any rights, title or interest in that subject property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

When used in this Declaration, including the recitals hereto, the following terms shall have the meaning indicated:

1.1 **Association:** The Victorian Estates PUD Homeowners Association, Inc., a Utah Non-Profit Corporation, formed for management of the Project and more fully described in Article IV, below.

1.2 **Common Areas and Facilities.** The common areas and facilities are:

- a. Roads, grass and lawn areas, and specifically designated recreational vehicle and public parking areas, if any;
- b. All common areas and facilities designated as such on the Map;
- c. All limited common areas and facilities designated as such on the map; and
- d. Any other future interests in common areas pursuant to the terms of this Declaration.

1.3 **Declarant:** Richard Adams, and his successors-in-interest and specific assignees-in-interest to rights and obligations under this Declaration.

1.4 **Declaration:** This Enabling Declaration of Covenants, Conditions and Restrictions of The Victorian Estates Planned Unit Development, Phase 1, and all amendments hereto.

1.5 **Limited Common Areas and Facilities.** Those common areas and facilities designated herein or on the Map as reserved for the use of a certain lot or lots to the exclusion of the other lots.

1.6 **Lot:** Each individual lot within the Project designated with lettering A through D, as shown on the Map, which lot may or may not be improved and which may or may not include improvements of the type designated on the Map and/or authorized by Ogden City.

1.7 **Management Committee and Committee:** The Board of Directors of the Association, or a management committee specifically designated as such by the Board of Directors of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

1.8 **Manager:** The person or entity designated by the Association to manage the Project.

1.9 **Map:** The official subdivision plat map filed and recorded in the Official Records of the Weber County Recorder.

1.10 **Mortgage:** Deed of Trust as well as a mortgage.

1.11 **Mortgagee:** Beneficiary or holder under Deed of Trust as well as a mortgage.

1.12 **Owner:** Any person with an ownership interest in a lot, together with the undivided interest in the common areas as defined herein.

1.13 **Person:** Legal entity as well as natural person.

1.14 **Project:** The Victorian Estates Planned Unit Development, Phase 1.

1.15 **Subject Property:** The real property underlying the Project, described in Article II below.

**ARTICLE II
GRANT AND SUBMISSION**

Declarant hereby submits to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Weber County, Utah, and more fully described on Exhibit "A," attached hereto and by this reference is made a part hereof.

**ARTICLE III
COVENANTS, CONDITIONS AND RESTRICTIONS**

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

3.1 **Name:** The Project, as submitted to the provisions of this Declaration, shall be known as THE VICTORIAN ESTATES PLANNED UNIT DEVELOPMENT, PHASE 1.

3.2 **Description of Lots:** The Project consists of individual residential living units designed as four side-by-side units per building and with only one dwelling unit constructed on each individual lot. Subsequent phases may also include buildings designed as three side-by-side units per building.

3.3 **Description of Lots.** The lots, their locations, and approximate dimensions are indicated on the Map.

3.4 **Improvements on Lots.** The principal materials of which the buildings or each lot are or will be constructed consist of cement footings and foundation,

exterior brick, veneer, vinyl siding or with such exterior siding as the Management Committee may approve. All improvements shall be constructed in a style and of materials compatible with the other improvements on the project, subject to prior Committee approval.

3.5 Lots and Rights to Common Areas and Facilities Inseparable:

The percentage of undivided interest in the common areas and facilities shall not be separated from the lot to which it appertains and, even though not specifically mentioned in the instrument of transfer or conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer and conveyance of the lot to which they relate.

3.6 Voting - Common Expense - Ownership in Common Areas

and Facilities: The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit "B," and shall be used for all purposes including, but not limited to, voting and sharing of the common expenses in the proportionate amount equal to the percentage of undivided ownership therein. The Association shall be the record owner of all common areas and facilities.

3.7 Easements and Encroachments:

If any portion of the common areas and facilities or any fences or walls adjacent to a lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted to the Association or its designate upon the lots and the common facilities as may be necessary, convenient or desirable within the Project for: the installation, placing, removal, inspection and maintenance of utility lines and utility service facilities; for regular repairs and maintenance of exterior portions of improvement on the lots; for any emergency or necessary repairs; and for lawn, trees,

shrubbery and yard care or maintenance. Easements for such encroachments shall exist for such period of time as may be necessary, convenient or desirable.

In addition, the City of Ogden and any other governmental or quasi-governmental body having jurisdiction over the Project shall have a right of access and rights of ingress and egress over and across any private road, parking area, walkway, or open area contained within the common areas and facilities for the purpose of providing police and fire protection, providing emergency medical services, transporting school children, and providing any other governmental or municipal service.

3.8 Amendments: In addition to the amendment procedure provided by law and elsewhere in this Declaration, the lot owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of two-thirds (2/3) of the undivided interests in the Project and, until the sale from Declarant of lots having ownership of at least sixty-seven percent (67%) of the common areas and facilities, with the written consent of Declarant, which consents and approvals shall be by duly executed and recorded instruments.

ARTICLE IV

THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC.

4.1 Owners Association: The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of The Victorian Estates PUD Homeowners Association, Inc., a Utah Non-Profit Corporation. An owner of a lot shall automatically become a member of the Association and shall remain a member for the period of that member's ownership.

4.2 Association Management: The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

4.3 **Architectural Control:** The Association, by and through the Committee, shall be charged and empowered with control of all construction, improvements, remodeling, exterior aesthetics, and landscaping on the Project to ensure consistency and compatibility of all improvements and landscaping on the Project.

ARTICLE V

LIMITATION OF USE OF LOTS AND COMMON AREAS

5.1 **Purposes:** Every lot within the Project shall be used for single family residential living purposes. Residential living purposes shall be confined to approved residential buildings within the subject property, whether such lot contains a portion of a structure or a self-standing residence building. No lots within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph 5.1 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any lot owned by Declarant as a sales office, sales model, property management and development office or rental office, day care center, or any other home occupation permitted by law, or (b) any owner or the owner's duly authorized agent from renting or leasing the owner's residential building from time to time, subject to all of the provision of this Declaration.

5.2 **No Obligations:** Except for portions of the Project expressly designated on the Map, there shall be no obstructions of the common areas, and nothing shall be stored in the common areas without the prior consent of the Management Committee.

5.3 **Alterations, Additions and Attachments:** No building, fence, wall, tennis court, hot tub or similar structure, swimming pool or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected, altered, placed or permitted to exist on any portion of the Project, without the prior written approval of the Management Committee. All buildings, alterations, improvements, additions and

maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

5.4 Easements: In addition to any easements of record on the Project, the Association shall be entitled to easements on all lots and other portions of the Project for drainage facilities and for installation, maintenance, placing, removal, inspection, painting, repair and improvement of fences, utilities and common areas and facilities, for necessary or emergency repairs, and for maintenance and care of lawns, trees, shrubbery up to the edge of all building constructed in the Project, and such easements shall exist whether or not they are specified on the recorded Map, and in accordance with paragraph 3.7 of Article III, above.

5.5 No Animals: Unless any exception is granted by the Management Committee, no animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot or in the common areas, except that dogs, cats and other household pets under the weight of fifteen pounds, under the height of fifteen inches, and house-trained, may be kept; provided, that they are not kept, bred, or maintained for any commercial purpose; and, provided further, that they do not become an annoyance or nuisance, for any reason, to any owner or resident of a lot. Such animals as are permitted shall be strictly controlled and kept pursuant to Weber County ordinances and regulations, and the rules and regulations of the Management Committee. In addition, the owners of each animal shall be solely responsible for the clean-up of that animal's waste and for repair of all damage cause by that animal.

5.6 No Offensive Activity: No noxious or offensive activity shall be carried on in any lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

5.7 Construction in Common Areas and Lots: Nothing shall be altered or constructed in or removed from the common areas or Lots, except upon the written consent of the Management Committee.

5.8 Rules: The Management Committee is authorized to adopt rules for the use of the common areas and Lots, which rules shall be in writing and furnished to the owners.

5.9 Dumping of Garbage: Except in areas designated on the map or by the Management Committee, no lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each lot shall be kept free of trash and refuse by the owner of such lot. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any lot.

5.10 Excavation: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

5.11 Parking of Vehicles: No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, nor on any lot outside of any enclosed garage, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the map or by the Management Committee. In addition, no boats, campers, trailers, large trucks, motor homes, or similar large items shall be parked or stored on any lot, or in the common areas, except in accordance with rules and regulations adopted by the Management Committee.

ARTICLE VI

INSURANCE

6.1 Obtaining of Insurance Policies: The Management Committee may obtain and maintain a policy or policies insuring the Management Committee, the lot owners and the Manager against any liability to the public or to the owners of lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of

liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

6.2 **Other Insurance:** In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

ARTICLE VII

COMMON ASSESSMENTS

7.1 **Payment of Expenses:** Each lot owner shall pay to the Management Committee that owner's portion of the costs and expenses required and deemed necessary, and upon the terms of payment determined by the Management Committee, in connection with water, sewer and other utility services and connection fees (if not directly metered or billed to individual lots) to the Project and costs and expenses deemed necessary to manage, maintain and operate the common areas and facilities of the Project, and may include, among other things, the cost of management; taxes; special assessments; fire, casualty and public liability insurance premiums; the Association's share of costs, if any, incurred pursuant to Section 7.4 below; common lighting, if any; landscaping and the care of grounds, both of common areas and lawns and shrubbery on individual lots; maintenance, repairs and painting of the exterior of any structures on the lots; repairs and renovations of common areas and facilities, recreational areas and facilities, if any; snow removal, if any; wages and charges; legal and accounting fees; water and sewer charges not separately metered or charged to lots; cost of operating all gas-fired equipment and the cost of electricity; expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the Articles of Incorporation or By-Laws of the Association; the payment of any deficit

remaining from a previous period; and the creation of a reasonable contingency or other reserve or surplus relating to this Project. Such payments shall be made upon the terms, at the time, and in the manner provided without deduction of any off-sets or claims which the owner may have against the Committee, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date when such installment shall become due to the date of the payment thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the Management Committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

7.2 Collection of Assessments: The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The assessment may include a pro-rata reallocation among the lots of any unpaid assessments on a lot which are not assessable against a lot owner. The Committee may include in the cash requirements, for any year, any liabilities or items of expense which accrued or became payable in the previous year or which might have been included in the cash requirements, for a previous year, but were not included therein, and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Declaration such excess may, upon written consent of all members, be applied against and reduce the subsequent year's assessment or be refunded to the members. The preceding sentence shall automatically be repealed upon the revocation of Revenue Ruling 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a court of competent appellate jurisdiction declaring such Revenue Ruling invalid or upon amendment of the

Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund the same in order that such excess be excluded from gross income of the Association.

Notwithstanding any other provision herein to the contrary, assessments and any other charges shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common areas and facilities that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

7.3 **Determination of Amounts:** The pro-rata portion payable by the owner in and for each year or portion of year shall be the ratio, a sum within limits and on conditions hereinabove provided, calculated by multiplying the aggregate amount of such cash requirements for such year, or portion of year, by the owner's percentage of undivided interest in the common areas and facilities. All such assessments, together with the additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

7.4 **Unimproved Lots:** It is the express intention of this Declaration, and this Declaration shall be so construed, that the entire pro-rata assessments payable to the Management Committee herein shall be made only to the extent so as to allow occupancy of such lots. Accordingly, notwithstanding any other provisions of this Declaration, the Management Committee shall have discretionary powers to assess amounts less than the entire pro-rata assessments, or no assessments, specified above with respect to any lot on which habitable improvements have not been completed on such lot.

7.5 **Powers of Management Committee:** The Management Committee shall have:

a. All actual and discretionary powers set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association;

b. Full discretionary power to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements of the Management Committee to be paid as aforesaid by the owners under this Declaration; and

c. Full right to enforce all provisions of this Declaration and of the Articles of Incorporation, By-Laws and Rules of the Association and to seek any or all available legal and equitable remedies by through any court of competent jurisdiction.

Every such reasonable determination by the Committee within the bounds of this Declaration shall be final and conclusive as to the owners, and any expenditures made by the Committee within the bounds of this Declaration shall be deemed, as against the owners, necessary and properly made for such purpose.

7.6 Application of Lease Payments: If any owner shall, at any time, let or sublet any lot and shall default for a period of one (1) month in payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of such owner occupying the lot, the rent due or becoming due up to the amount of such assessment payable, together with all penalties provided herein. Such payment of rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and such owner to the extent of the amount so paid.

7.7 Collection of Assessments: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover money judgment for unpaid common expenses

may be maintained without foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any lot plus interest at one and one-half percent (1-1/2%) per month and the costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment. Said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- a. Tax and special assessment liens on the lot in favor of any assessment authority, or special district; and
- b. Encumbrances on the owner's lot and such owner's interest in the common areas recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any lot in the Project hereunder shall be conclusive upon the Management Committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a lot upon request at a reasonable fee, not to exceed Twenty-Five Dollars (\$25.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the lot may pay any unpaid common expenses payable with respect to such lot and upon such payment such encumbrancer shall have a lien on such lot for the amounts paid of the same ranks as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof the Management Committee

shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure of sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the owner shall be required to pay a reasonable rental for the lot from the date the foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental without regard to the value of the mortgaged security. In any foreclosure or sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Management Committee or Manager shall have the power to bid on the lot at foreclosure or other sale and to hold, lease, mortgage and convey the lot.

ARTICLE VIII

EXPANDABILITY OF PROJECT

8.1 Expandability of Additional Property. Subject to the limitations and requirements herein and of applicable provisions of law, the Declarant shall have the absolute right, but not the obligation, to be exercised no later than twenty (20) years after recording of this Declaration, to annex (solely for residential purposes and common areas and facilities as herein provided for the Project) all or any portion of the land and improvements thereon (herein referred to as the "Additional Property") described on Exhibit "C" attached hereto and by this reference is made a part hereof, and thereby to submit to each and every of the provisions of this Declaration. The Additional Property, or any portion thereof, together with the improvements heretofore or hereafter

constructed upon any of such land as each such portion of the Additional Property and such improvements are delineated in general terms on the Map or on a separate map, as may be required by applicable governmental authorities. Subject to the limitations herein, the Declarant shall have the right (but not the obligation) without approval or consent of any lot owners, to annex any portion or all of the Additional Property to the land and improvements constituting the Project. Any such expansion or annexation shall be accomplished by the recordation with the Weber County Recorder of an amendment to this Declaration and the Map (or an additional or supplemental map) as required by such applicable governmental authorities. The Declarant shall have the sole option to determine, from time to time, which portions of the Additional Property shall be annexed as a portion of the Project and such additions may be in separate parcels and separate annexations, and are not required to be contiguous with the rest of the project as determined by the Declarant. All such additional improvements shall be substantially identical to the improvements on the Property originally within the Project. No other assurances are made, however, as to:

- a. the nature or location of any improvements which may be made upon the Additional Property; or
- b. the types, sizes and locations of any limited common areas within the Additional Property.

All such determinations shall be at the sole discretion of the Declarant, except as otherwise provided by law or in this Declaration.

On the recordation of an amendment to this Declaration and an amendment to the Map or approval of an additional map for the purposes of annexing the Additional Property to the Project, together with the improvements heretofore or hereafter constructed thereon, each lot owner by operation of law shall have the undivided percentage interest in the common areas, common expenses and common profits and shall have the number of votes proportionate to their interest in the Project as specified

herein; and on the recordation of such amendment the percentage interest and voting rights as elsewhere provided shall be reallocated as set forth herein. Any deed for any lot in the Project shall be delivered subject to a conditional limitation that the percentage interests appurtenant to such lot shall be automatically reallocated *pro tanto* on the recordation of such amendments.

Notwithstanding any provision of this Declaration to the contrary:

a. The Project may not be amended or merged with a successor planned unit development.

b. Liens arising in connection with the Declarant's ownership of, and construction of improvements upon, the Additional Property may not adversely affect the rights of existing lot owners, or the priority of first mortgages on lots in the existing Project. All taxes, assessments, mechanic's liens, and other charges affecting such property, covering any period prior to the addition of the property must be paid or otherwise satisfactorily provided for by the Declarant.

c. The developer will be required to purchase (at the developer's own expense) a liability insurance policy in an amount as may be required by any financing entity.

Whenever in this declaration or in any of the Exhibits hereto references made to the Subject Property, such reference shall mean and refer to the Subject Property as the same may from time to time be expanded or amended pursuant to the operation of this article and to the exercise of the rights herein reserved to the Declarant.

There is hereby reserved unto the Declarant an irrevocable power of attorney, coupled with an interest, for the purposes of reallocating the percentage interests and voting rights appurtenant to each of the lots in the Project according to the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purpose of this Article VIII.

Each owner and each mortgagee of a lot in the Project shall be deemed to have acquiesced in the amendments to this Declaration and in amendments to the Map for purposes of adding additional lots and common facilities to the Project in the manner set forth in this article and shall be deemed to have granted unto the Declarant an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendments; and each such lot owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns to properly accomplish such amendments.

ARTICLE IX
MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary:

9.1 **Rights of First Refusal:** Any "right of first refusal" which may be granted herein shall not impair the rights of the first mortgagee of a lot to:

- a. Foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or
- b. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- c. To sell or lease a lot acquired by a mortgagee.

9.2 **Title in Mortgagee:** 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 such lot's unpaid dues or charges which accrue prior to the acquisition of title of such lot by the mortgagee.

9.3 **Consent of Mortgagees:** Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual lots in the Project have given

their prior written approval, the Association or any corporation or trust established by the Association shall not be entitled to:

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any common areas or facilities owned, directly or indirectly, by the Association or any corporation or trust established by the Association, for the benefit of the lots in the Project (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common areas and facilities by the Project shall not be deemed a transfer within the meaning of this clause);

b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a lot owner;

c. 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 lots, the exterior maintenance of lots, the maintenance of any common property party walls or common fences or driveways, or the upkeep of lawns and plantings in the Project;

d. Fail to maintain fire and extended coverage on insurable common areas and facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

e. Use hazard insurance proceeds for losses to any common areas and facilities other than the repair, replacement or reconstruction of such common areas and facilities.

9.4 Taxes and Expenses: First mortgagees of lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common areas and facilities and may pay overdue premiums on

hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas and facilities, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

9.5 Notice of Default by Individual Lot Borrower: A first mortgagee of a lot, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual lot borrower of any obligation under this Declaration, or other constituent documents of this Planned Unit Development, which is not cured within sixty (60) days.

9.6 Management Agreements: Any agreement for professional management of the Project, or any other contract providing for services of the developer, sponsor or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

9.7 No Priority: No provision herein is intended, nor shall it be construed, to give any lot owner, or any other party, priority over any rights of the first mortgagee of a lot pursuant to its mortgage in the case of a distribution to such lot owner of insurance proceeds or condemnation awards for losses to or a taking of common areas and facilities.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

10.2 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one

provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

10.3 Counterparts: This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Governing Law and Jurisdiction: Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Weber County, Utah, or in the United States District Court for Utah.

10.5 Default: If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

10.6 Paragraph Numbers and Headings: Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

10.7 Effective Date: This Declaration shall take effect upon recording.

DECLARANT:



RICHARD ADAMS

STATE OF UTAH)
 Salt Lake : ss.
COUNTY OF WEBER)

On the 19th of May, 2006, A.D., personally appeared before me
Richard Adams, the signer of the foregoing instrument and who, under oath, represented
that he executed the instrument.



NOTARY PUBLIC
residing at: *[Signature]*

My Commission Expires:

EXHIBIT "A"
SUBJECT PROPERTY

A PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH $00^{\circ}50'15''$ EAST 565.69 FEET AND SOUTH $89^{\circ}09'45''$ EAST 66.00 FEET AND SOUTH $89^{\circ}24'08''$ EAST 546.00 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF NORTH STREET AND WASHINGTON BOULEVARD, RUNNING THENCE SOUTH $89^{\circ}24'08''$ EAST 280.77 FEET TO THE CENTER OF THE HARRISVILLE CANAL; THENCE ALONG SAID CANAL CENTERLINE THE FOLLOWING FOUR COURSES (1) SOUTH $14^{\circ}36'30''$ WEST 6.95 FEET; (2) SOUTH $21^{\circ}31'47''$ WEST 90.69 FEET; (3) SOUTH $06^{\circ}31'57''$ WEST 128.02 FEET; (4) SOUTH $01^{\circ}59'11''$ WEST 78.68 FEET; THENCE NORTH $89^{\circ}09'23''$ WEST 231.23 FEET, THENCE NORTH $00^{\circ}50'15''$ EAST 117.11 FEET TO THE SOUTH LINE OF 475 NORTH STREET; THENCE ALONG THE RIGHT OF WAY LINE OF 475 NORTH STREET THE FOLLOWING FIVE COURSES; (1) SOUTH $89^{\circ}09'45''$ EAST 22.47 FEET; (2) 21.68 FEET THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $41^{\circ}24'35''$ (LONG CHORD BEARS SOUTH $68^{\circ}27'28''$ EAST 21.21 FEET), (3) 229.35 FEET THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $262^{\circ}49'10''$ (LONG CHORD BEARS NORTH $00^{\circ}50'15''$ EAST 75.00 FEET), (4) THENCE 21.68 FEET THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $41^{\circ}24'35''$ (LONG CHORD BEARS SOUTH $70^{\circ}07'58''$ WEST 21.21 FEET), (5) THENCE NORTH $89^{\circ}09'45''$ WEST 24.02 FEET, THENCE NORTH $00^{\circ}50'15''$ EAST 119.36 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.45 ACRES

ALSO KNOWN AS: LOTS 7, 8, 9 AND 10 OF THE VICTORIAN ESTATES SUBDIVISION, ON FILE WITH THE RECORDS OF THE WEBER COUNTY RECORDER.

EXHIBIT "B"

7A	6.25%
7B	6.25%
7C	6.25%
7D	6.25%
8A	6.25%
8B	6.25%
8C	6.25%
8D	6.25%
9A	6.25%
9B	6.25%
9C	6.25%
9D	6.25%
10A	6.25%
10B	6.25%
10C	6.25%
10D	6.25%

EXHIBIT "C"
ADDITIONAL PROPERTY

Lots 1, 2, 3, 4, 13, 14, 15 and 16 of the Victorian Estates Subdivision, Township 6 North,
Range 1 West, Salt Lake Base and Meridian, Ogden City, Weber County, Utah.

11-299-0001 TO 0024
11-299-0041 TO 0063

**BY-LAWS
OF
THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located in Ogden, Utah, but meetings of members and Directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" means THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Areas and Facilities" means all real property owned and set aside for the common use and enjoyment of the lot owners.

Section 3. "Declarant" means RICHARD ADAMS and his successors and assigns.

Section 4. "Declaration" means the Enabling Declaration of Covenants, Conditions and Restrictions of THE VICTORIAN ESTATES PLANNED UNIT DEVELOPMENT applicable to the properties and recorded in the Office of the Weber County Recorder, State of Utah.

Section 5. "Lot" means any lot as shown on the subdivision plat map filed with the Weber County Recorder with respect to the Project.

Section 6. "Member" means each of those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Project" means the planned unit development project constructed on that certain real property described in the Enabling Declaration of Covenants, Conditions and Restrictions of THE VICTORIAN ESTATES PLANNED UNIT DEVELOPMENT, recorded in the Office of the Weber County Recorder.

Section 9. All other references used, but not otherwise defined herein, shall have the meanings defined in the Declaration.

ARTICLE III
MEETINGS OF THE MEMBERS OF THE ASSOCIATION

Section 1. Annual Meetings: An annual meeting of lot owners shall be held at the Project, or such other place designated by the Board of Directors of the Association, on the last Friday in December, or at such other time not more than thirty (30) days before or thirty (30) days after such date, as may be designated by written notice of the Board of Directors, or its designate, delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Board of Directors, financial reports shall be given and such other business shall be conducted as may be properly presented.

Section 2. Special Meeting of the Lot Owners: Special meetings of the lot owners may be called at any time by written notice signed by a majority of the Board of Directors, or by the owners having one-half (1/2) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

Section 3. Quorum: A quorum for the transaction of business at an Owner's meeting shall consist of a majority of all the undivided ownership interests in common areas and facilities of the Project. If a quorum is not present at an Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than two (2) days, and no later than thirty (30) days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be 25% of all the undivided ownership interests in common areas and facilities in the Project.

Section 4. Voting at Meeting of Lot Owners: At any meeting of owners, each owner shall be entitled to one vote for the owner's ownership interest in a lot. Any owner may attend and vote at such meeting in person or by agent duly appointed in writing signed by the owner and filed with the Board of Directors. Where there is more than one record owner for any lot, any or all such owners may attend any meeting of the owners, but they must act unanimously in order to cast the vote to which they are entitled. The Board of Directors may accept the vote cast by any one of the record owners of a lot, unless such vote is objected to by any of the other record owners of such lot, and any disagreement between such record owners shall be resolved among themselves; provided, however, that if the record owners are unable to resolve the disagreements among themselves and act unanimously, the Board of Directors shall not accept the votes of such owners.

Section 5. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed (1) to each such person at the address given by such person to the Board of Directors or Manager for the purpose of service of such notice, or (2) to the address of the lot owner by such person, if no address has been

given to the Board of Directors or the Manager. Such address may be changed, from time to time, by notice in writing to the Board of Directors or Manager.

Section 6. Proxies: At all meetings of members, each member may vote either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting member and filed with the Secretary of the Association. Every proxy shall be revocable either in writing or personal appearance and shall be automatically void upon conveyance by the member of that member's lot.

Section 7. Control by Declarant: Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operating of the Association until the earlier of :

- a. 120 days after the date by which fifty percent (50%) of the lots in the Project have been conveyed to lot purchasers; or
- b. January 1, 2010.

ARTICLE IV
SELECTION AND TERM OF THE BOARD OF DIRECTORS

Section 1. Number: The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association.

Section 2. Term of Office: At the first annual meeting the members shall elect one (1) Director to serve for a term of one (1) year; one (1) Director to serve for a term of two (2) years; and one (1) Director to serve for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

Section 3. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the voting members of the Association. Upon the death, resignation or removal of a Director, a successor Director shall be selected by the

remaining members of the Board and shall serve for the unexpired term of the predecessor.

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

Section 5. Action Taken Without a Meeting: The Board of Directors shall have the authority to take any action in the absence of a meeting which the Directors could take at a meeting by obtaining the written waiver and approval of all of the Directors. Any action so approved shall have the same force and 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 either (a) by a Nominating Committee, or (b) 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 one (1) or more voting members of the Association. The Nominating Committee shall be specified and 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 elections to the Board of Director as it shall, in its discretion, deem proper. Nominations may be made from among members of non-members.

Section 2. Election. Elections to the Board of Directors shall be by secret written ballot, unless all of the members present elect otherwise. At such elections the voting members or proper 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 BOARD OF DIRECTORS

Section 1. Regular Meetings: Regular meetings of the Board of Director may be held monthly, or at least once every three (3) months, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board.

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

Section 3. Quorum: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Directors present at a duly called and constituted meeting shall represent an of the entire Board of Directors.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

a. adopt and publish rules and regulations governing the use of the common areas and facilities by the members and their guests, and to establish penalties for any infraction thereof; and

b. to suspend the voting rights and right to use of the common areas and facilities of a member during any period in which such members 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 from infraction of published rules and regulations; and

c. to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

d. to 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. to employ and arrange for compensation of a manager, an independent contractor, and employees as it deems necessary, and to prescribe their duties.

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

a. to cause to be kept a complete record of all its acts and the affairs of the Association and to present a statement thereof to the members at the annual meeting of the Association; and to present such statement at any special meeting upon written request given at least ten (10) days prior to such meeting by one-fourth (1/4) of the members entitled to vote; and

b. to supervise all officers, managers, agents and employees of the Association, and to assure that their duties are properly performed; and

c. as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and

(ii) to send written notice of any assessment to every owner subject thereto at least thirty (30) days in advance of the annual assessment; and

(iii) to foreclose any lien against any property for which assessments are not paid or bring an action at law against the owner personally, as authorized by the Declaration; and

d. to issue, or to cause to be issued, upon demand by any voting manner, a written statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any statement. If a signed statement verifies that an assessment has been paid, such statement shall be conclusive evidence of payment; and

e. to acquire and maintain adequate liability and hazard insurance on the common areas and facilities owned by the Association; and

f. to require all officers, managers and employees having fiscal responsibilities to be bonded as the Board may deem appropriate; and

g. to cause the common areas and facilities to be maintained; and

h. to take all other actions directed or permitted in the Declaration.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices: The officers of the Association shall be a President, Vice-President, Secretary, and a Treasurer, and such other officers as the Board of Directors may, from time to time, create by resolution.

Section 2. Election of Officers. The election of the 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 the Association shall be elected annually by the Board and each shall hold office of one (1) year unless the officer 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 necessary.

Section 5. Resignation and Removal: The Board may remove any officer from office, with or without cause. Any officer may resign at any time upon 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 herein, and unless otherwise specified to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment from the Board of Directors. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices: Except for the offices of President and Secretary, the same person may hold more than one office.

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 and members and shall assure 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.

b. The President shall appoint, remove and fix the compensation of all managers, agents and employees of the Association subject to approval by the Board of Directors.

c. The President shall enforce these By-Laws and perform all of the duties and obligations required or established by law as incident to the office of President.

Vice-President

The Vice-President shall act in the absence or inability of the President, rendering and performing all duties of the President with full authority,

and shall exercise and discharge such other duties as may be required of him by the President.

Secretary

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board of Directors and of the members; keep the 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 President. The Secretary shall receive and attend to all correspondence and perform all of the duties and obligations incident to the office of Secretary.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts the money of the Association and such funds as directed by the President or by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual examination of the Association books to be made 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

The Association may appoint a Management Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the requirements and purposes of the Association.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by voting members. The Declaration of Planned unit development, Articles of Incorporation and these By-Laws shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
SEAL OF THE ASSOCIATION

The seal of the Association shall be in such form as selected by the Board of Directors.

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the voting members upon the 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 of Incorporation shall control; and in the case of any conflict between the Declaration of Planned unit development and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

These By-Laws shall be interpreted according to the laws of the State of Utah.

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

ADOPTED as of this ___ day of August, 2005.

THE VICTORIAN ESTATES PUD
HOMEOWNERS ASSOCIATION, INC..
A Utah non-profit corporation

By: [Signature]
Its: President

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation; and

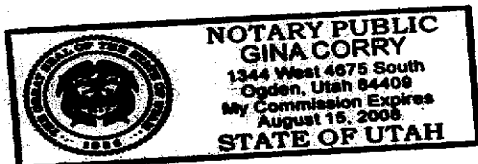
2. That the foregoing Bylaws, comprising eleven (11) pages, including this page, constitute the Bylaws of said corporation as duly adopted by resolutions of the Director thereof dated April, 2005.

[Signature]
SECRETARY

In the County of Weber, State of Utah,
on this 19 day of May, 2005
before me, the undersigned notary, personally appeared
[Signature], who proved to me
his/her identity through documentary evidence in the
form of a [Signature] to be the
person whose name is signed on the preceding document,
and acknowledged to me that he/she signed it voluntarily
for its stated purpose(s).

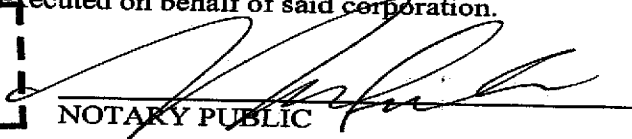
[Signature]
Notary Signature and Seal

STATE OF UTAH
Salt Lake
COUNTY OF WEBER)



On the 18th day of May, 2006, personally appeared before me Richard Adams who being first duly sworn did say that he or she is the president Secretary of THE VICTORIAN ESTATES PUD HOMEOWNERS ASSOCIATION, INC., and that the above document was executed on behalf of said corporation.




NOTARY PUBLIC