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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COLCO DEVELOPMENT
10424 S 2700 W STE 200
SOUTH JORDAN UT 84095
BY: VLR, DEPUTY - WI 26 P.

When Recorded Mail to:
Colco Development, Inc.
10424 South 2700 West, Suite 200
South Jordan, Utah 84095

5-95

**SECOND AMENDMENT OF
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WHEATLAND ESTATES PHASES 2 & 3**

THIS SECOND AMENDMENT OF THIS DECLARATION is made this 29th day of January 2009 by Colco Development, Inc., Bangerter Homes, LLC, and DR Horton, Inc., (all collectively the Owner and hereinafter referred to as "Declarant").

WHEREAS, on March 13, 2008, Declarant recorded with the Recorder of Salt Lake County, Utah, a Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3 as Entry No. 10372767 in Book 9582 at Pages 49-55 ("Declaration") covering the initial real property and improvements situated in Salt Lake County, Utah, and more particularly described as follows:

All of Lots 201-228 and 301-366, Wheatland Estates according to the Official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, on September 17, 2008, Declarant recorded with the Recorder of Salt Lake County, Utah, an Amendment to Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3 as Entry No. 10522479 ("Declaration") amending the initial real property and improvements situated in Salt Lake County, Utah, and more particularly described as follows:

All of Lots 201-228 and 301-366, Wheatland Estates according to the Official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant is/are the Owners of certain property (herein the "Lots") in the City of West Jordan, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 201-228 and 301-366, Wheatland Estates according to the Official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

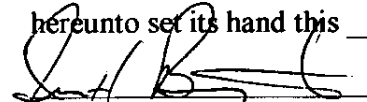
WHEREAS, Declarant intends that the Lots, and each of them together with the Common Easements as specified before and herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens before and herein set forth.

NOW THEREFORE, Declarant hereby declares, for the purposes of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the

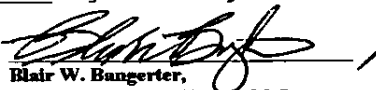
original and amended Declaration's easements, restrictions, covenants and conditions, and this Second Amendment which is outlined below, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Except to the extent herein modified, all other terms and conditions of said Declaration shall remain in full force and effect.

1. Article I Section 4 shall be amended to replace "Utah County" with "Salt Lake County" and
2. Article V shall be amended to include an additional Section 7 which provides: "The property, plat and lots are designed to include a 'lineal park strip common area' along both the north and south sides of the 7630 South Street and the associated adjacent lot owners—including specifically all such lot Owners (i.e., Lots 213, 212, 332, 319, 318, 333, 348, and 349)—shall be responsible and required to properly maintain their corresponding and respective adjacent lot park strip common area and this requirement shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Wheatland Estates Phase 2 & 3 Owner thereof and to the Homeowners Association."

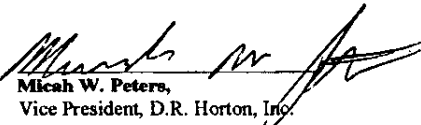
IN WITNESS WHEREOF, the undersigned, being collectively the Declarant herein, has hereunto set its hand this 29th day of January 2009.



 Jordan H. Bangarter,
 President/CEO Colco Development, Inc.



 Blair W. Bangarter,
 Manager, Bangarter Homes, LLC
 Manager Montala, LLC *BWB*

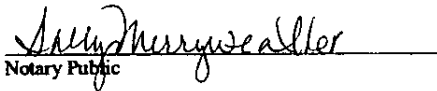


 Micah W. Peters,
 Vice President, D.R. Horton, Inc.

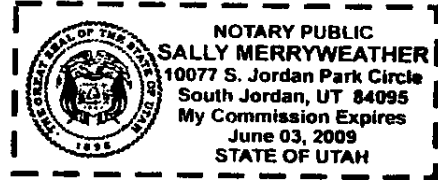
State of Utah
 County of Salt Lake

On the 29 day of January 2009, personally appeared before me, Jordan H. Bangarter, who being duly sworn, did say that he, the said Jordan H. Bangarter, is the President/CEO of Colco Development, Inc., a Utah Corporation, and that the within and foregoing was signed in behalf of said corporation by authority of a resolution of it's board of directors, and said Jordan H. Bangarter duly acknowledged that said corporation executed the same.

My Commission Expires: 6-3-09
 Residing at South Jordan, Utah



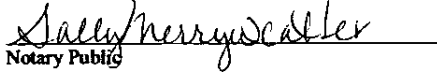
 Notary Public



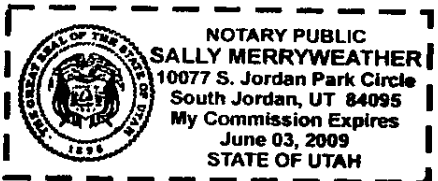
State of Utah
 County of Salt Lake

On the 29 day of January 2009, personally appeared before me, Blair W. Bangarter, who being duly sworn, did say that he, the said Blair W. Bangarter, is the Manager of Bangarter Homes, LLC a Utah LLC, and that the within and foregoing was signed in behalf of said company by proper authority, and said Blair W. Bangarter duly acknowledged that said company executed the same.

My Commission Expires: 6-3-09
 Residing at South Jordan, Utah



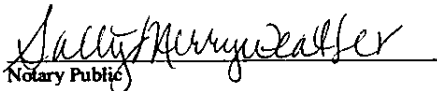
 Notary Public



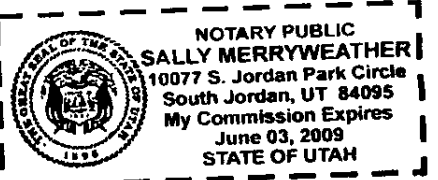
State of Utah
 County of Salt Lake

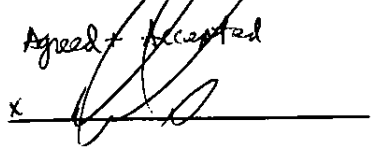
On the 30 day of January 2009, personally appeared before me, Micah W. Peters, who being duly sworn, did say that he, the said Micah W. Peters is the Vice President of DR Horton, Inc., a Delaware Corporation, and that the within and foregoing was signed in behalf of said corporation by authority of a resolution of it's board of directors, and said Micah W. Peters duly acknowledged that said corporation executed the same.

My Commission Expires: 6-3-09
 Residing at South Jordan, Utah



 Notary Public



Agreed + Accepted
 x 



 Debra Lynn Cox

LOT/QUAR PARCEL NUMBER

201 21-30-354-004-0000
202 21-30-354-002-0000
203 21-30-354-001-0000
204 21-30-351-012-0000
205 21-30-351-011-0000
206 21-30-351-010-0000
207 21-30-351-009-0000
208 21-30-351-008-0000
209 21-30-351-007-0000
210 21-30-351-006-0000
211 21-30-351-005-0000
212 21-30-351-004-0000
213 21-30-352-014-0000
214 21-30-352-015-0000
215 21-30-352-016-0000
216 21-30-352-017-0000
217 21-30-352-018-0000
218 21-30-352-019-0000
219 21-30-352-020-0000
220 21-30-352-021-0000
221 21-30-352-022-0000
222 21-30-352-023-0000
223 21-30-352-024-0000
224 21-30-352-025-0000
225 21-30-352-026-0000
226 21-30-352-027-0000
227 21-30-352-028-0000
228 21-30-352-029-0000
A 21-30-354-003-0000

LOT/QUAR PARCEL NUMBER

301 21-30-301-001-0000
302 21-30-301-002-0000
303 21-30-301-003-0000
304 21-30-301-004-0000
305 21-30-301-005-0000
306 21-30-301-006-0000
307 21-30-301-007-0000
308 21-30-301-008-0000
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364 21-30-302-003-0000

365 21-30-302-002-0000
366 21-30-302-001-0000

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FEB 04 2009

Utah Div. Of Corp. & Comm. Code

ARTICLES OF INCORPORATION
OF

WHEATLAND ESTATES OWNERS' ASSOCIATION, INC.
(A UTAH NON-PROFIT CORPORATION)

I, the undersigned, desiring to form a corporation pursuant to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Corporation Act"), do hereby adopt the following Articles of Incorporation:

ARTICLE I

The purposes of this corporation, (the "Corporation"), which is organized as a nonprofit corporation, shall be to exercise all the powers and privileges and to perform all of the duties and obligations of WHEATLAND ESTATES OWNERS' ASSOCIATION, INC. as set forth in the Declaration of Covenants, Conditions, and Restrictions of Wheatland Estates Subdivision, Phases 2 & 3 (the "Project"), as recorded in the Office of the Recorder of Salt Lake County, State of Utah, as the same may be amended from time to time as therein provided (the "Declaration"), and to acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation, subject to the limitations contained in the Declaration, to do everything necessary and proper for the accomplishment of the purposes enumerated in these Articles of Incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the Corporation and, in general, to engage in any lawful act for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, whether or not such act is similar in nature to the purposes set forth in the Articles of Incorporation of the Corporation, or any amendment thereof.

02-04-09A10:50 RCVD

ARTICLE II

The name of the Corporation is WHEATLAND ESTATES OWNERS' ASSOCIATION, INC.

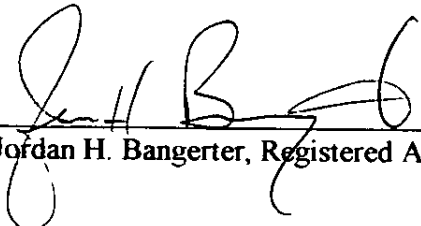
ARTICLE III

The street address of the Corporation's initial registered office is 10424 South 2700 West, South Jordan, Utah 84095.

ARTICLE IV

The initial registered agent and business address of the registered agent is Jordan H. Bangertter, 10424 South 2700 West, South Jordan, Utah 84095. The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Corporation and confirms that he meets the necessary requirements.

Date: 02/04/2009
Receipt Number: 2749042
Amount Paid: \$22.00


Jordan H. Bangerter, Registered Agent

ARTICLE V

The name and street address of the incorporator of the Corporation is Jordan H. Bangerter, 10424 South 2700 West, South Jordan, Utah 84095.

ARTICLE VI

The Corporation has voting members. Each members is and must be an owner of a Lot in the Project. The members, or Owners, as they are defined in the Declaration, shall vote in accordance with the Declaration and the Bylaws. The persons or entities who are at the time of reference Owners shall, by virtue of acquiring title to a Lot, automatically be deemed to be members of the Corporation. Membership in the Corporation is appurtenant to each Lot and may not be separated or severed therefrom. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot shall automatically be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the appurtenant membership in the Corporation without the need of any separate transfer or assignment document.

ARTICLE VII

The Corporation is not organized for pecuniary profit. It shall not have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, Director or individual. The balance, if any, of all money received by the Corporation from its operations, after the payment in full of all debts and obligations of the Corporation of whatever kind or nature, shall be used and distributed exclusively for the purposes set forth in Article I hereof.

ARTICLE VIII

The number of Directors constituting the initial governing board, known as the Board of Directors, is three (3). The names and addresses of the persons who are to serve as Directors until the first annual meeting of the members or until their successors are elected and shall qualify are as follows:

<u>Name</u>	<u>Address</u>
Jordan H. Bangerter	10424 South 2700 West, South Jordan, UT 84095
Blair W. Bangerter	10424 South 2700 West, South Jordan, UT 84095
Adam A. Bangerter	10424 South 2700 West, South Jordan, UT 84095

The Board of Directors of the Corporation will constitute the Management Committee, as described in the Declaration. Any references to the Management Committee in the Project Documents, including the Corporation's Bylaws, shall mean the Board of Directors. The Board of Directors of the Corporation may designate such committee or committees as it determines in accordance with law to exercise such authority as the Board of Directors shall delegate in the resolution designating such committee or committees.

ARTICLE IX

Bylaws for the Corporation will be hereafter adopted. Such Bylaws may be amended or replaced, in whole or in part, in the manner provided therein, and the amendments to the Bylaws shall be binding upon all members.

ARTICLE X

To the fullest extent permitted by the Nonprofit Corporation Act or any other applicable law as now in effect or as may hereafter be amended, a Director of the Corporation shall not be personally liable to the Corporation or to its members for monetary damages for any action taken or any failure to take any action as a Director. No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any Director of the Corporation for or with respect to any action or failure to take action by such Director occurring prior to such amendment or repeal.

ARTICLE XI

The Corporation shall indemnify and advance expenses to the Directors and Officers of the Corporation to the fullest extent permitted by applicable law. The Corporation may indemnify and advance expenses to any employee or agent of the Corporation who is not a Director or Officer of the Corporation to any extent consistent with public policy, as determined by the general or specific actions of the Board of Directors.

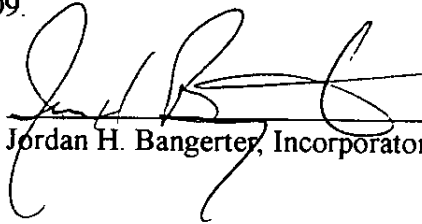
ARTICLE XII

The Articles of Incorporation of the Corporation may be amended by the members of the Corporation in accordance with Section 16-6a-1003 of the Nonprofit Corporation Act, as such Section 16-6a-1003 may hereafter be amended.

ARTICLE XIII

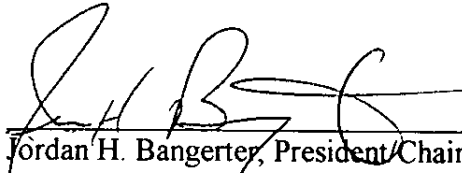
The dissolution of the Corporation may be authorized by the Directors and members of the Corporation in accordance with Section 16-6a-1402 of the Nonprofit Corporation Act, as such Section 16-6a-1402 may hereafter be amended.

IN WITNESS WHEREOF, the above-named incorporator has executed these Articles of Incorporation this 29th day of January, 2009.

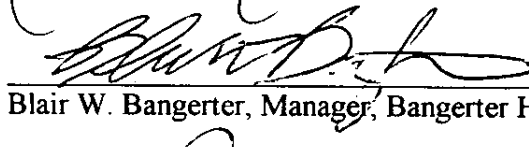


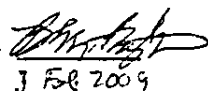
Jordan H. Bangarter, Incorporator

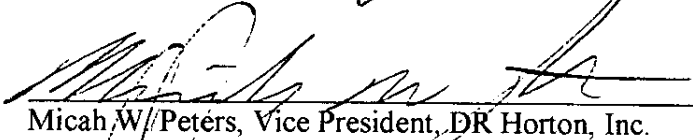
Acknowledged, agreed and accepted by all owners of Wheatland Estates Phases 2 & 3:



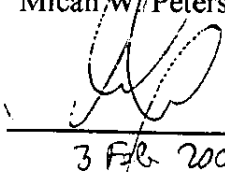
Jordan H. Bangarter, President/Chairman, Colco Development, Inc.



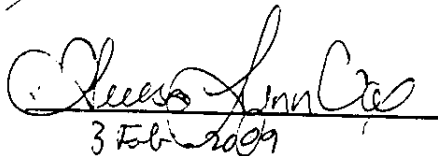
Blair W. Bangarter, Manager, Bangarter Homes, LLC + Manager, Montain, LLC 
J Feb 2009



Micah W. Peters, Vice President, DR Horton, Inc.



3 Feb 2009



3 Feb 2009

**BYLAWS
OF
WHEATLAND ESTATES OWNERS' ASSOCIATION, INC.**

THESE BYLAWS OF WHEATLAND ESTATES OWNERS' ASSOCIATION, INC. (these "Bylaws") are adopted by Wheatland Estates Owners' Association, Inc. (the "Association") this 29th day of January, 2009.

The administration of the Association shall be governed by the Declaration, the Utah Revised Nonprofit Corporation Act, (the "Nonprofit Corporation Act") the Articles and these Bylaws. Terms that are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions of Wheatland Estates Subdivision, Phases 2 & 3 recorded in the Office of the Recorder of the Salt Lake County, Utah.

1. Application of Bylaws. All present and future Owners, mortgagees, lessees, and occupants of Lots and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Lot, or the occupancy of any Lot, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Membership in the Association is appurtenant to each Lot and may not be separated or severed therefrom. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot shall automatically be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the appurtenant membership in the Association without the need of any separate transfer or assignment document.

2. Board of Directors/Management Committee.

2.1 The management and maintenance of the Project and the duty to administer the affairs of the Association to fulfill the purposes of the Association shall be accomplished and conducted by the Board of Directors of the Association, who shall constitute the Management Committee, consisting of three (3) natural persons. The first Management Committee shall consist of the members of the Board of Directors designated as such in the Articles, and they shall serve until the first meeting of the members of the Association, at which time an election of all the members of the Management Committee shall be conducted.

2.2 The Declaration establishes a Period of Declarant Control of the Association, during which period Declarant shall have the authority to appoint and remove the officers and members of the Management Committee. The period of Declarant control shall terminate on the earlier of: (a) five (5) years after the recordation in the Office of the Recorder of Salt Lake County, Utah of the most recently recorded Plat; or (b) one hundred twenty (120) days after the date 100% of the total number of Units in the Project are conveyed to Owners other than Declarant; or (c) the date Declarant delivers to the Association written notice of Declarant's election to relinquish control of the Association. Notwithstanding the foregoing, to assure the representation of Owners other than Declarant on the Management Committee, at least thirty-

three percent (33%) of the members of the Management Committee shall be elected solely by the vote of the Owners other than Declarant so long as a majority of the voting power of the Association resides in Declarant. A member who has been elected to office solely by the vote of Owners other than Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Owners other than Declarant. At the next annual meeting of the members of the Association after the termination of the period of Declarant control, the Owners shall elect a Management Committee of three (3) members. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. Nominations for positions on the Management Committee may be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more Owners and signed by the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

2.3 Voting for the Management Committee shall be by written ballot. At any meeting of the Association, each Owner, either in person or by proxy, or by written ballot, shall be entitled to one (1) vote for each Lot in the Project owned by such Owner, multiplied by the number of Management Committee seats to be filled. No Owner may cast more than one (1) vote in favor of a single candidate. Cumulative voting shall not be allowed. In an election of multiple Directors/members of the Management Committee, that number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of Directors/Management Committee. When only one Director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected. The initial members of the Board of Directors/Management Committee shall be the following persons, and each shall hold the office indicated:

Jordan H. Bangerter	President/Member
Blair W. Bangerter	Vice President/ Member
Adam A. Bangerter	Secretary/Treasurer/Member

2.4 Members of the Management Committee shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that a majority of the members of the Management Committee elected at the first annual meeting following the termination of Declarant control shall serve for initial terms of one (1) year and the balance shall serve for initial terms of two (2) years. Thereafter, all members of the Management Committee elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Management Committee who fails to attend three consecutive Management Committee meetings or fails to attend at least 25% of the Management Committee

meetings held during any fiscal year shall be deemed to have tendered his resignation, and upon acceptance by the Management Committee his position shall be vacant.

2.5 Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The sale of any such member's Lot or Lots resulting in that member no longer owning a Lot in the Project shall constitute a resignation from the Management Committee. The Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Management Committee with or without cause, other than a member appointed by Declarant during the Period of Declarant Control. However, a Management Committee member elected solely by the votes of the Owners may only be removed prior to the expiration of his or her term of office by a vote of two-thirds of the voting power residing in the Owners.

2.6 If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Owners may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association.

2.7 The members of the Management Committee shall receive no compensation for their services, unless expressly approved by the vote or written assent of a majority of the voting power residing in the Owners. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

2.8 The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective 30 days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Nonprofit Corporation Act, the Declaration, the Articles and these Bylaws.

2.9 The meetings of the Management Committee shall be held at least once each calendar quarter at such times and places within the Project, or some other reasonable and suitable location in Salt Lake County, Utah unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers

shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

2.10 Written notice of the time and place of Management Committee meetings shall be posted at a prominent place or places within the Project not less than four (4) days prior to the meeting.

2.11 Special meetings of the Management Committee may be called by written notice signed by any two members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Salt Lake County, Utah, unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all members of the Management Committee not less than 48 hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered three (3) days after the date on which such notice is deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

2.12 Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee not less than five (5) days prior to the meeting, provided that this requirement shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

2.13 Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion, unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.14 Any action required or permitted by the Nonprofit Corporation Act to be taken at a meeting of the Management Committee may be taken without a meeting if each and every member of the Management Committee in writing either: (a) votes for the action; or (b)(i)(A) votes against the action; or (B) abstains from voting; and (ii) waives the right to demand that action not be taken without a meeting, in accordance with the provisions of the Nonprofit Corporation Act.

2.15 The Association's fiscal year shall be determined by the Management Committee.

2.16 When a member of the Management Committee is sued for liability for actions undertaken in his role as a member of the Management Committee, the Association shall indemnify him for his losses or claims, and undertake all costs of defense, until and unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victim of crimes occurring at the Project. Punitive damages may not be recovered against the Association.

2.17 An officer, employee, agent or director of a corporate Owner of a Lot, a trustee or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, and a fiduciary of an estate that owns a Lot may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

2.18 The Management Committee or the officers appointed thereby may delegate to the Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

3. Meetings of the Association.

3.1 The first meeting of the Association members shall be held within (6) six months after the closing of the sale of the first Lot sold in the Project. Thereafter, there shall be an annual meeting of the Association at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, and at a reasonable time as may be designated by written notice by the Management Committee. Notice of the annual meeting shall be delivered to the Owners by first-class mail not less than ten (10) days prior to the date set for said meeting and shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the Owners. However, if at any annual or special meeting of the Association a material amendment to the Declaration or an extraordinary action is to be considered, then notice of such meeting shall be delivered to the Owners by first-class mail not less than twenty-five (25) days prior to the date set for such meeting, which notice shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the Owners. The statement shall include the name, address and a brief biographical sketch, if available, of each person who will stand for election to the Management Committee.

3.2 Special meetings of the Association members may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty percent (20%) or more of the Total Votes of the Association and may be held at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, the President, a majority of the Management Committee or by

Owners representing at least twenty percent (20%) or more of the Total Votes of the Association, which shall be hand delivered or sent prepaid by United States first-class mail, not less than ten (10) days (and with respect to a special meeting at which a material amendment to the Declaration or an extraordinary action is to be considered not less than twenty-five (25) days) prior to the date fixed for said meeting, to each Owner at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, day and hour of the meeting and a brief statement of the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budgetary changes and any proposal to remove an officer or member of the Management Committee.

3.3 The presence in person or by proxy of Owners holding twenty percent (20%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at a Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be twenty (20%) or more of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Action by the Owners on a matter other than the election of the members of the Board of Directors/Management Committee is approved if: (a) a quorum exists; (b) the votes cast by the Owners favoring the action exceed the votes cast by the Owners opposing the action; and (c) a greater number of affirmative votes is not required by the Nonprofit Corporation Act or by these Bylaws.

3.4 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted in accordance with the requirements of Section 16-6a-707 of the Nonprofit Corporation Act.

3.5 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter in accordance with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act. Approval by written ballot pursuant to this Section 3.5 shall be valid only when (a) the time by which all ballots must be received by the Association has passed so that a quorum can be determined; (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Unless a larger quorum is required pursuant to these Bylaws, or unless otherwise provided in the Nonprofit Corporation Act, for purposes of taking action by written ballot, the number of votes

cast by written ballot pursuant to this Section 3.5 constitute a quorum for action on the matter. A written ballot delivered to every Owner entitled to vote on the matter or matters therein, as described in this Section 3.5, may also be used in connection with any annual or special meeting of the Owners, thereby allowing Owners the choice of either voting in person, by proxy or by written ballot delivered by an Owner to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act and shall be counted equally with the votes of Owners in attendance at any meeting for every purpose, including satisfaction of the quorum requirement.

3.6 For any Lots owned by more than one Owner, all of the Owners of such Lot may sign a certificate designating one of the co-Owners as the Owner authorized to cast the one (1) vote appurtenant to such Lot. In such event the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the vote appurtenant to such Lot. In the absence of such a certificate, if only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners of a Lot is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the vote allocated to the Lot owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Lot. The right to vote by proxy or by ballot shall exist only where the instrument authorizing such proxy to act or the ballot shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act or the ballot shall be delivered at the beginning of the meeting to the secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies and ballots in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. Actual notice includes the Association's receipt of one or more proxies signed by the same Owner. In such event, the proxy with the latest date shall be accepted. A proxy is void if it is not dated or purports to be revocable without notice. Proxies and ballots received by facsimile transmission are valid, if they meet all other requirements under this section. A written ballot may not be revoked.

3.7 Minutes of the annual and special meetings of the Association shall be distributed to each member within sixty (60) days after the meeting.

4. Officers.

4.1 The officers of the Association shall be appointed by the Management Committee, and all officers and employees of the Association shall serve at the will of the Management Committee. The officers shall be a President, Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer may be combined in the discretion of the Management Committee. The Management Committee may appoint such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee may require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He shall sign, and the Secretary shall witness on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Management Committee may require.

4.3 The Vice President, if any, shall perform the functions of the President in his absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to the Manager. If there are no Vice Presidents and the President is absent or unable to serve, then the Treasurer shall perform the functions of the President.

4.6 Any officer may prepare, execute, certify and record properly adopted amendments to the Declaration on behalf of the Association.

5. Common Expenses: Assessments/Dues and Lineal Park Strip Maintenance

5.1 All Common Expenses and Assessments, covering such things as lawn care and mowing, common area maintenance, water, taxes, etc., shall be made in accordance with the Declaration, the Articles, and these Bylaws—and all Lot Owners shall be required to timely pay their appropriate lot assessment or “Wheatland Estates Owners’ Association ‘dues’”—which are initially set at \$75.00 per lot per year and normally due and payable to the Association by 31 December of the appropriate year (but which may be re-evaluated and assessed by the Association Management Committee as needed).

5.2 No Owner shall be exempt from liability for Common Expense Assessments by waiver of the use or enjoyment of any of the Project or by abandonment of his Lot.

5.3 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Lots, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner.

5.4 All assessments shall be a separate, distinct and personal liability of the Owners at the time each assessment is made. The Management Committee shall have the rights and remedies contained in the Declaration to enforce the collection of assessments.

5.5 Any person who shall have entered into a written agreement to purchase a Lot, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic assessment and the amount of unpaid assessments charged against such Lot and its Owner(s), and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Lot shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Owner shall remain so liable for the excess. Any such excess which cannot be promptly collected from the former Owner grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Lot, his successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.6 In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days' prior written request therefor, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Lot and to any Mortgagee, on request at reasonable intervals a current statement of unpaid assessments for Common Expenses with respect to a Lot. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.7 In all cases where all or part of any assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such assessments.

5.8 The property, plat and lots are designed to include a "lineal park strip common area" along both the north and south sides of the 7630 South Street and the associated adjacent lot owners—including specifically all such lot Owners (i.e., Lots 213, 212, 332, 319, 318, 333, 348, and 349)—shall be responsible and required to properly maintain their corresponding and respective adjacent lot park strip common area and this requirement shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Wheatland Estates Phase 2 & 3 Owner thereof and to the Homeowners Association.

6. Litigation.

6.1 If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees and costs, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees and costs, shall be a

Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

7. Abatement and Enjoinment of Violations by Owners.

7.1 The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

7.1.1 To enter the Lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; and/or

7.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws or in any other applicable laws.

8. Records and Accounting.

8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year consisting of at least the following information shall be adopted by the Management Committee and distributed to all members of the Association not less than 45 days and not more than 60 days prior to the beginning of the fiscal year to which the budget applies:

8.2.1 Estimated revenue and expenses on an accrual basis.

8.2.2 The amount of the total cash reserves of the Association currently available for replacement or major repair of the Areas of Common Responsibility of the Project and for contingencies.

8.2.3 An itemized estimate of the current replacement costs of, and the estimated remaining life of, and the methods of funding to defray the costs of future repair, replacement or additions to the Areas of Common Responsibility for which the Association is responsible.

8.2.4 A general statement setting forth the procedures used by the Management Committee in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Areas of Common Responsibility for which the Association is responsible.

8.3 Unless the Association, by a majority of the Total Votes of the Association at the meeting of the Association held after distribution of the proposed budget, rejects the budget, the budget shall be deemed ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Management Committee.

8.4 The Management Committee shall distribute to the Owners an annual report, consisting of the following, within one hundred twenty (120) days after the close of each fiscal year:

- (a) A balance sheet as of the end of the fiscal year.
- (b) An operating (income) statement for the fiscal year.
- (c) A statement of changes in financial position for the fiscal year.
- (d) Any other disclosures required by applicable state law.

8.5 The Management Committee (or the Manager, if so delegated by the Management Committee) shall do the following not less frequently than quarterly:

- (a) Cause a current reconciliation of the Association's operating accounts to be made and review the same.
- (b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same.
- (c) Review the current year's actual reserve revenues and expenses compared to the current year's budget.
- (d) Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.
- (e) Review an income and expense statement for the Association's operating and reserve accounts.

8.6 A copy of the Declaration, the Articles, these Bylaws, the rules and regulations adopted by the Management Committee, the membership register, including mailing

addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Manager or managing company (other than privileged or confidential information) shall be made available for inspection and copying by any member of the Association or his duly appointed representative, a First Mortgagee or prospective purchaser at any reasonable time and for a purpose reasonably related to his respective interest at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner, First Mortgagee or prospective purchaser (each, a "Requesting Party") along with the fee prescribed by the Management Committee to defray the costs of reproduction, the manager or other custodian of records of the Association shall prepare and transmit to the Requesting Party a copy of any and all records requested. The Association may, as a condition to permitting a Requesting Party to inspect the membership register or to its furnishing information from the register, require that the Requesting Party agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Requesting Party's respective interest in the Association. Furthermore, upon written request from a holder, insurer or guarantor of any First Mortgage secured by a Lot, the Association shall be required to prepare and furnish within one hundred twenty (120) days an audited financial statement of the Association for the immediately preceding fiscal year. The Management Committee shall establish reasonable rules with respect to:

8.6.1 Notice to be given to the custodian of the records by the Requesting Party desiring to make the inspection or obtain copies;

8.6.2 Hours and days of the week when such an inspection may be made;

8.6.3 Payment of the cost of reproducing copies of documents requested by a Requesting Party.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in the Association.

9. **Special Committees.** The Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more of the members of the Management Committee, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the

President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. Rental or Lease of Lots by Owners.

10.1 Any Owner who rents or leases his Lot shall file with the Management Committee or Manager a copy of the rental or lease agreement. The provisions of Section 7 of these Bylaws shall apply with equal force to renters or lessees of Lots.

10.2 Any Owner who rents or leases or otherwise permits any other person to utilize his Lot shall be responsible for the conduct of his tenants or occupants, and upon written notice from the Management Committee or the Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within 72 hours of such notice, the Management Committee or Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within 30 days of assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Management Committee or Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize such Owner's Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Management Committee or Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

11. Amendment of Bylaws. Except as otherwise provided in the Declaration or these Bylaws, the Bylaws may be amended by the vote or written assent of Owners holding a majority of the Total Votes of the Association. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording a copy of the amendment in the Office of the Recorder of Salt Lake County, Utah. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce — Real Estate Division or any other federal, state or local regulatory authority affecting the Project.

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

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

14. **Effective Date.** These Bylaws shall take effect upon adoption by the Management Committee.

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

16. **Arbitration.** Any unresolved dispute, disagreement or controversy between Declarant and the Association shall at the request of either party be submitted to an arbitration board of at least three members with one chosen by the Association, the other by the Declarant and a third chosen by the other two arbitrators so chosen. The arbitrators shall act in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. The decision of the majority of such arbitrators shall be binding on the Association and the Declarant. Such decisions shall include the awarding of costs, including reasonable attorneys' fees, as the arbitrators shall determine. The decision of the arbitrators shall be judicially enforceable as a judgment.

17. **Payment of Assessment.** No Owner shall be permitted to convey, hypothecate, sell, or lease such Owner's Lot, unless and until such Owner shall have paid in full to the Management Committee all unpaid charges assessed by the Management Committee against such Owner's Lot and until such Owner shall have satisfied all unpaid liens against such Lot, except permitted mortgages and mortgages made by Declarant.

A true copy adopted by the Board of Directors and Management Committee.

Adopted this 30, Jan, 2009.



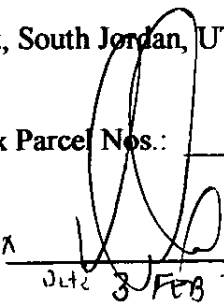
Member and, Secretary/Treasurer

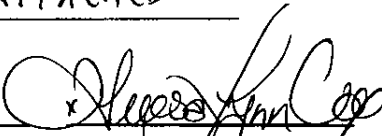
When Recorded, Mail to:
Colco Development, Inc., 10424 South 2700 West, South Jordan, UT 84095
Attention: Jordan H. Bangerter

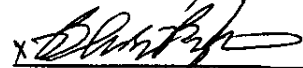
Agreed + Accepted

Tax Parcel Nos.: SEE ATTACHED

x  1/30/09

x 
DATE 3 FEB 2009

x 
DATE 3 FEB 2009

VP Land Acq
DR Norton, UTAT

MANAGER, MONTANA, LLC
3 Feb 2009

LOT/QUAR PARCEL NUMBER

201 21-30-354-004-0000
202 21-30-354-002-0000
203 21-30-354-001-0000
204 21-30-351-012-0000
205 21-30-351-011-0000
206 21-30-351-010-0000
207 21-30-351-009-0000
208 21-30-351-008-0000
209 21-30-351-007-0000
210 21-30-351-006-0000
211 21-30-351-005-0000
212 21-30-351-004-0000
213 21-30-352-014-0000
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226 21-30-352-027-0000
227 21-30-352-028-0000
228 21-30-352-029-0000
A 21-30-354-003-0000

LOT/QUAR PARCEL NUMBER

301 21-30-301-001-0000
302 21-30-301-002-0000
303 21-30-301-003-0000
304 21-30-301-004-0000
305 21-30-301-005-0000
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