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RECORDER, SALT LAKE COUNTY, UTAH
FARMS AT TITHING HILL HOA
12547 TITHING HILL DR
RIVERTON UT 84065
BY: ZJM, DEPUTY - WI 44 P.

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

THE FARMS AT TITHING HILL PHASES 1, 3, & 4, AND

TITHING HILL FARM, PHASE TWO CONDO

A UTAH CONDOMINIUM AND HOUSING FOR

OLDER PERSONS PROJECT,

IN SALT LAKE COUNTY, STATE of UTAH

WHEN RECORDED, RETURN TO

**President
The Farms at Tithing Hill Home Owners Association, Inc.
12547 Tithing Hill Drive
Riverton, Utah 84065**

January 2011

44-118

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AFTER RECORDING, PLEASE RETURN TO:
President - The Farms At Tithing Hill Home Owners Association, Inc.
12547 Tithing Hill Drive, Riverton, Utah 84065

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR THE FARMS AT TITHING HILL, A UTAH CONDOMINIUM AND HOUSING
FOR OLDER PERSONS PROJECT

RECITALS:

A. This Amended and Restated Declaration of Condominium is made and executed this ___ day of _____, 2009, by the Management Board of the Home Owner's Association of The Farms at Tithing Hill, of 12547 So. Tithing Hill Drive, Riverton, Utah 84065 (Association);

B. The original Condominium Declaration for Tithing Hill Farm Condominiums Home Owners Association, Inc. was recorded April 21, 1998, as Entry No. 6936933, in Book 7953, at Page 136 in the office of the Salt Lake County Recorder in and for the State of Utah. All requirements to amend the original Declaration have been satisfied. Pursuant thereto, an AMENDED AND RESTATED DECLARATION was recorded on Feb. 22, 1999, Entry No. 7263349. Following that, a First Supplement to that AMENDED AND RESTATED DECLARATION was recorded on August 25, 1999, as Entry No. 7451537. This new Second Amended & Restated Declaration of Condominium hereby revokes and repeals all previous Condominium Declarations previously issued or distributed, and hereby now constitutes the statement of currently effective policies of the Home Owners Association of The Farms at Tithing Hill;

C. The Home Owners Association of The Farms at Tithing Hill hereby designates its Management Board as the sole agent for conducting the policy-making, legal, and financial affairs of said residential condominium Complex, to provide Housing for Older Persons (55 and above), which includes the residential Units owned/occupied by individual homeowner Members, the Common Areas, roads, and Improvements as constructed; and

D. The Association affirms that it provides, and intends to continue to provide, housing choices to elderly persons under the federal program that the Secretary of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons, and with a living environment tailored to their specific needs, and intends to continue to qualify for the Housing for Older Persons (55 and above, and as that term has been defined herein and by Title VIII of the Civil Rights Act of 1968, as amended) exemption available under state and federal law, including Section 57-21-3 (9) Utah Code, and of 42 USC, Section 3607(b)(1)-(3) of the federal Fair Housing Acts.

E. This Project is a Condominium Complex known as "THE FARMS AT TITHING HILL."

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, the Association hereby makes the following Declaration:

I- DEFINITIONS: As used in this Declaration and ByLaws:

1. "Additional Charges" means collection or administrative costs, including attorney's fees, late fees, interest, service fees, filing/recording fees, or other costs charged by the Association;
2. "Assessment" means any amount charged to individual Unit Owners in the Association;
3. "Association" or "HOA" means all persons who are Unit Owners and Members of the FARMS AT TITHING HILL HOME OWNERS ASSOCIATION, INC. taken as or acting as, a group.
4. "Board" means the Association's managerial group/entity, as duly constituted. In previously filed CC&R Declarations and By Laws, the term "Management Committee," or "Committee" was used;
5. "Business" means any occupation, vocation/work, or ongoing activity which provides goods or services to persons other than a provider's family, for which a provider receives compensation or other consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; or c) a business license is required;
6. "By-Laws" means policies or procedures entitled "By-Laws of THE FARMS AT TITHING HILL, Home Owners Association, INC., a copy of which is attached as Exhibit "A".
7. "Capital Improvement" means a non-recurring task or related costs not generally considered ongoing for repair, maintenance or replacement of fixed assets; including roads, entry, etc., intended to restore, enhance, or improve the utility, value, or beauty of the Complex;
8. "Common Area" means all real Property owned in common by Unit Owners, including: (a) the tract of Land and all Improvements thereon, excluding Owner's Units and Limited Common Areas, (b) all recreational or designated facilities; (c) all utility installations and equipment connected with, or related to the furnishing of utilities intended for use by Unit Owners, including phone, electricity, gas, water and sewer; (d) club-house, swimming pool/spa, outdoor open grounds, lighting, fences, landscaping, walkways, parking spaces, and roadways; (f) components not included in individual Units; and (g) all other parts owned by the Association for the mutual benefit of all Members;
9. "Common Expense" means all expenditures for the administration, maintenance, repair or replacement of the Common Area facilities incurred by the Association;
10. "Complex" means the completed Condominium Project, which has been purchased by individual owners, which term is synonymous with the term "project." [See "Project"];
11. "Declaration" means this "SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM's Covenants, Conditions and Restrictions of The Farms at Tithing Hill ;"
12. "Fair Housing Acts" means federal and state laws as found in United States and Utah Codes;
13. "Underage Familial Status" refers to one or more youth who have not as yet attained the age of

18 years, who reside in a Unit with: (a) a parent or other person having legal custody of such individual(s); or is (b) a designee of a parent or other person having custody, having obtained written permission of such parent or other person to so reside, pursuant to 42 USC 3602;

14. "Guest" means an invited person, a temporary visitor, or a person whose presence in The Farms at Tithing Hill Condominiums is approved by, or is known about, by a Resident;

15. "Housing for Older Persons" means a designation by federal and state governments for a particular type of housing projects "operated for occupancy by persons 55 years of age or older." Federal law provides that a qualifying project may regulate occupancy wherein 80% of the Units are occupied by at least one person of age 55 or older, verifiable by surveys and affidavits;

16. "Improvement" means any physical change or addition or deletion of the Land or structure(s), to increase their potential value, convenience or accessibility;

17. "Land" means all real Property contained within the boundaries of this Project;

18. "Limited Common Areas" means sections of Land or parts of facilities that pertain to a Unit, intended for the primary use of that Unit's occupants to the exclusion of other Owners or guests. These include doorsteps, landings, porches, handrails, balconies, decks, patios and covers, shared fences or dividers, adjacent yard areas, or other Improvements as are proximate and appertain to a single Unit; so designated or not;

19. "Member" means an adult (age 19 or older) who is a Unit Owner, spouse occupant, or other adult Resident designated by a Unit Owner to exercise all rights and privileges of membership. These persons make up the Home Owner's Association, and may vote on Association matters;

20. "Mortgagee" means a person or lender holding a mortgage or trust deed to a Unit in this Project, but not a seller under an executory contract of sale, nor an owner unless s/he has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

21. "Notice & Hearing" means a procedure granting Owner notification of an alleged violation of a By Law, policy or rule(s), and information about rights to be heard by the Board;

22. "Owner," "Home Owner" or "Unit Owner" means a person who has a legal claim of a possessor's interest in a Unit, as held in fee simple;

23. "Owner Unit" means a single-family condominium dwelling (See "Unit");

24. "Order" means a statement issued by the Board that is directed at a single person/entity.

25. "Policy" means a written statement [rule, order, etc.] for the regulation of Association functions.

26. "Proxy" means a Unit Owner's designee to exercise his/her Association voting rights.

27. "Project" means The FARMS AT TITHING HILL CONDOMINIUMS, A UTAH CONDOMINIUM AND HOUSING FOR OLDER PERSONS PROJECT, comprised of Units, Common or Limited Common Areas, as constructed by the developer(s), prior to being conveyed to Unit Owners. To maintain compliance with federal standards as a Housing For Older Persons Project, it shall be known as a "Project." However, since the development has been completed, it is also legally referred to as a "Complex;" [See "Complex"]

28. "Property" means all real estate, improvements or appurtenances which constitute this project.

29. "Recreational," "Oversized," or "Commercial" vehicle means other than personal automobiles or small trucks that fit inside an Owner's Unit garage; including an RV, bus, van, tractor, golf cart, mobile home or trailer (with or without wheels), camper/trailer, boat/trailer or watercraft, or other transportation device of any kind typically designated or named as such;

30. "Resident" means an occupant of a Unit. Residents may be owners, spouse occupants, tenants, agents, representatives, employees of such persons, or children age-18 or younger who reside with adults. A Resident has rights to access and use the Common Areas. A Resident who is not a Member, has no voting rights in Association matters;

31. "Rule" or "Resolution" means a general policy statement, issued by the Board, that sets, interprets, or clarifies a CC&R or Bylaw provision, policy, procedure or standard of the HOA;

32. "Survey Map(s)" or "Map" means such documents listed under the title: "FARMS AT TITHING HILL CONDOMINIUMS, A UTAH CONDOMINIUM AND HOUSING FOR OLDER PERSONS PROJECT," consisting of plat(s), map(s) or similar document(s) on file in the Office of the County Recorder of Salt Lake County, as amended or supplemented; and

33. "Unit" means one of the habitable condominiums, individually owned and occupied, which is designated by a postal/street address, constituting an independent living space with rooms located on one floor and a basement, with various hallways, closets, a garage, stairways, etc., for use by a single/multi-person family; and includes such structural components as walls, floors, ceilings, roofs, indoor and outdoor plumbing-pipe, wires, conduits, or other utility lines or supporting-member installations located within walls, floors, ceilings or roofs, constituting a part of or serving only such a Unit, and structural members, parts, components or other property of any kind, including window frames, doors and door frames, trim, exhaust fans, tubes, or other permanent or semi-permanent fixtures and equipment or components which may not be removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Unit is located and deemed to be a part thereof; --plus non-structural components including flooring and hardware interior to the unfinished surfaces of floors, walls and ceilings, as well as light-fixtures, indoor plumbing-fixtures, draperies, window-glass and window coverings, mechanical equipment and appurtenances, appliances, electrical outlets, cabinets, fireplaces, air conditioning compressors, furnaces, water heaters, various doorbell, alarm, communication systems or devices, decorated surfaces of interior walls, ceilings, carpeting, tile or linoleum, appliances or other removable equipment that do not jeopardize the integrity, soundness, safety or basic function of the structure.

II- SUBMISSION:

FARMS AT TITHING HILL – COMBINED LEGAL DESCRIPTION

--As described herein, the land-area designated as **THE FARMS AT TITHING HILL:**

"BEGINNING AT A POINT ON THE NORTHWEST CORNER OF FARMS AT TITHING HILL PHASE 1 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY 7263348, IN BOOK 99, PAGE 47, SAID POINT BEING LOCATED NORTH 00° 06' 50" EAST AND WEST 929.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY NORTH 89° 48' 56" EAST 43.55 FEET AND SOUTH 19° 20' 12" EAST 222.61 FEET TO THE NORTHWEST CORNER OF FARMS AT TITHING HILL HISTORICAL PHASE AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY 8071414, IN BOOK 2001P, PAGE 357, RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING 5 COURSES: NORTH 83° 34' 50" EAST 200.46 FEET, THENCE SOUTH 04° 03' 55" EAST 43.29 FEET; THENCE SOUTH 83° 46' 13" EAST 30.76 FEET; THENCE NORTH 86° 05' 19" EAST 70.18 FEET; THENCE NORTH 81° 25' 23" EAST 122.10 FEET TO THE EASTERN BOUNDARY OF FARMS AT TITHING HILL PHASE 3 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY 745136, IN BOOK 99-8P, ON PAGE 240, RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING 3 COURSES: NORTH 04° 33' 55" WEST 256.453 FEET; THENCE NORTH 86° 59' 46" EAST 30.36 FEET; THENCE NORTH 75° 50' 36" EAST 110.62 FEET TO THE WESTERN MOST CORNER OF FARMS AT TITHING HILL PHASE 2 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY 7150145, IN BOOK 98-11P, ON PAGE 315; RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING 4 COURSES: NORTH 63° 11' 36" EAST 160.00 FEET; THENCE NORTH 46° 19' 26" EAST 475.50 FEET; THENCE NORTH 72° 14' 21" EAST 87.99 FEET; AND SOUTH 14° 22' 16" EAST 20.80 FEET; THENCE NORTH 76° 47' 42" EAST 2.35 FEET; THENCE SOUTH 86° 37' 51" E 23.74 FEET; THENCE SOUTH 75° 04' 17" EAST 23.70 FEET; THENCE SOUTH 38° 15' 34" EAST 8.01 FEET; THENCE SOUTH 73° 35' 46" EAST 40.79 FEET; THENCE SOUTH 23° 13' 34" EAST 127.52 FEET; THENCE SOUTH 03° 14' 46" EAST 154.08 FEET; THENCE SOUTH 21° 56' 25" WEST 154.73 FEET; THENCE SOUTH 60° 17' 42" WEST 60.58 FEET TO A POINT ON 256.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 43° 42' 23" WEST 146.75 FEET, RUNNING THENCE ALONG SAID AN ARC DISTANCE OF 148.82 FEET; THENCE SOUTH 27° 07' 04" WEST 84.62 FEET; THENCE NORTH 46° 30' 24" WEST 152.79 FEET; THENCE SOUTH 43° 29' 36" WEST 185.22 FEET TO A POINT ON A 149.94 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 12° 15' 18" WEST 142.62 FEET; RUNNING THENCE ALONG SAID CURVE AN ARC DISTANCE OF 148.63 FEET; THENCE SOUTH 18° 59' 15" EAST 262.17 FEET TO A POINT ON A CURVE TO THE RIGHT, CENTER BEARS SOUTH 39° 02' 07" WEST 233.27 FEET, RUNNING THENCE ALONG SAID CURVE AN ARC DISTANCE OF 278.52 FEET; THENCE NORTH 82° 56' 35" WEST 75.09 FEET; THENCE SOUTH 12° 12' 23" EAST 158.21 FEET TO THE SOUTHERLY BOUNDARY OF FARMS AT TITHING HILL PHASE 3, RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING 5 COURSES: SOUTH 38° 38' 24" WEST 7.98 FEET; THENCE SOUTH 64° 21' 19" WEST 554.86 FEET; THENCE SOUTH 76° 48' 36" WEST 26.79 FEET; AND NORTH 09° 20' 12" WEST 1187.85 FEET TO THE POINT OF BEGINNING." [CONTAINS 950,604 SQ. FT. OR 21.8229 ACRES].

[Survey: 11/2008, Updated: May, 2010]

EXCEPTION: THE FOLLOWING SEGMENT, CONSISTING OF 177 SQ. FT OF DRIVE-WAY ENTRY, WAS QUIT-CLAIMED TO THE LYNN G. JAMES & GERALDINE H. JAMES FAMILY TRUST, ON APRIL 2, 2010!

"BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, PHEASANT RIDGE ESTATES PHASE 2 AMENDED AND EXTENDED AS FOUND AND ON FILE AT THE SALT LAKE COUNTY RECORDERS OFFICE, BOOK 97-10P, PAGE 315, SAID POINT BEING NORTH 0°06'50" EAST 1229.05 FEET ALONG THE SECTION LINE AND EAST 935.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 88°33'35" EAST 6.75 FEET TO THE WEST BACK OF CURB FOR TITHING HILL DRIVE; THENCE SOUTH 5°25'08" EAST 1.00 FEET ALONG SAID BACK OF CURB; THENCE SOUTH 12°38'21" EAST 23.49 FEET ALONG SAID BACK OF CURB; THENCE SOUTH 87°58'41" WEST 8.05 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 9°18'00" WEST 24.35 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING." [CONTAINS 177 SQUARE FEET.]

II- SUBMISSION (Continued):

--As previously recorded by the Salt Lake County Clerk's Office under this same name in 1999, less such Property as has been deeded to Riverton City for parks, each Unit Owner shall be deemed to have a 1/119th (one/one-hundred, nineteenth) ownership interest, or such proportionate share as may occur in the event one or more of the existing Units are destroyed, and in the Common Area; except that typical Limited Common Areas which exist appurtenant to and in proximity of a Unit, shall not be available for use by non-appurtenant Unit Owners, Residents, guests, visitors or other persons;

--This Land is hereby made subject to, and shall be governed by, this Declaration, and the covenants, conditions and restrictions set forth herein, and is subject to the described easements and rights-of-way, together with easements and other appurtenances, and rights incident to, appurtenant to, or accompanying the above-described parcel of real Property;

--THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, Assessments, and charges imposed or levied by governmental or quasi-governmental authorities; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; easements for each and every Common Area Improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, obtaining ingress to or egress from, maintenance of, and replacement of all such Common Area Improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities; and.

--In accordance with the laws of Utah, THE FARMS AT TITHING HILL Home Owners Association has filed Articles of Incorporation with the Utah Department of Commerce.

III- COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under, and subject to the following Declaration of Covenants, Conditions and Restrictions, which provide both general and specific requirements imposed on all Unit Owners, Residents and Occupants of this Complex:

1. Description and Legal Status of Property. A map "Attachment-A" attached hereto, shows each Unit's unit-number, its location, the limited Common Areas and facilities which are reserved for its use, and such Common Areas and Facilities to which Residents have access. The parcel of Land and its boundaries are as described in paragraph one (1) of the foregoing "Submission" (above). These Units are intended only for independent ownership, are encumbered and conveyed, and have an undivided percentage of ownership interest in the appurtenant Common Areas and Facilities. Lastly, as developed, one original objective of this Condominium Project was to qualify as a Housing for Older Persons Project under federal and state laws, which qualification has continued.

2. Membership. Membership in The Farms-at-Tithing-Hill Home Owners Association is mandatory, and commences at the time of purchase of a Unit. Each Unit Owner is a Member and membership may not be partitioned away from the ownership of a Unit. The percent of ownership interest of each Unit Owner is equal, and Unit size bears no relationship to any percent of ownership interest of an individual Owner. The total undivided Association ownership interest equals 100%.

3. Common and Limited Common Areas. The Board is the entity responsible to adopt policy to define use and restrictions of Common and Limited Common Areas by owners and visitors. The Board shall give a primary consideration to "Senior Community" preferences as anticipated in Housing for Older Persons Acts. In most cases, Common Areas, including the grounds, clubhouse, and pool areas, are primarily intended for use by Unit Owners; and Limited Common Areas are reserved for exclusive use by those Unit Owners in immediate proximity thereto.

4. Ownership: Each Owner is entitled to an exclusive claim of ownership and possession of his/her Unit; to an undivided percentage of ownership interest in the use of Common Areas, and membership in the Association. An Owner may not claim exemption from liability for Assessments provided for herein by reason of non-use or enjoyment of any Common Areas, or by abandonment of the Owner's Unit. All Assessments may be verified as "paid" before title is transferred to a new Owner. Estoppel certificates or other document(s) may be issued to correct or mitigate any existing violations, or other steps to insure that sales/purchases conform with this Declaration, By-Laws or regulatory policies may be taken. Ownership and use is also subject to the following:

a) Restrictions on Ownership and Residency. Inasmuch as this residential Project was designed to provide housing for older persons, at least one person 55 years of age or older shall occupy at least eighty-percent of the Units. The Association may fairly discriminate on the basis of Resident age and may restrict occupancy to maintain this designation under such Older Persons and Fair Housing Acts, and may survey and obtain affidavits of Resident's ages. Common Areas shall be primarily for use by occupants consistent with purposes and nature of the Project.

b) Title to the Common Area. Each Unit Owner(s) is entitled to a percentage of undivided

ownership interest in, and to, the Common Areas and Facilities; free and clear of all liens (other than current year's tax obligations) upon the purchase of a Unit.

c) Member's Responsibilities, Easements and Rights: Each Owner shall maintain the interior of his/her Unit in a condition that bears a reasonable resemblance to the original design and finish. A Unit Owner shall have an easement through the Common Area to access his/her Unit and Limited Common Areas. No Limited Common Area may be separated from the Unit to which it is appurtenant. A Unit Owner has a non-exclusive easement to use these areas as provided under this Declaration and ByLaws; which shall pass with the title to a Unit. However:

i) The Association may suspend an Owner's voting rights or privileges to use Common Areas, including the clubhouse, pool, or certain utilities, etc., if an Owner's Dues or Assessments are in arrears. Such suspension shall cover the entire period during which his/her Common Area Assessment is delinquent. A suspension shall become effective upon ten (10) calendar days after a notice is issued, a hearing and a decision of the Board in accordance with Notice & Hearing provisions as outlined in the Association's By-Laws; and

ii) The Association may reserve a part of the Common Area for use by a Unit Owner, or an outside person or entity, during a specified and limited time period for good cause shown.

d) Regulation: The Association, through its Board, shall adopt policies, standards or procedures as rules, orders, or resolutions to implement this Declaration and ByLaws; to administer HOA functions and operations to be binding upon all Unit Owners, Residents, tenants, family members, guests or visitors. The Board may select and delegate tasks to non-elected residents, as Appointed Officers, to carry out the operational activities of the Complex.

e) Public Nuisance: The Board may adopt regulatory policies to quell public nuisances. In addition, each Owner or Resident or their guests, shall prevent the origination or continuation of a public nuisance; which includes, but is not limited to:

i). Any unclean, unhealthy, unsightly, or un-kempt person(s), vehicle, device(s), display materials, exhibitions on, in or about a Unit, Common Areas & Limited Common Areas;

ii). The origination or continuation of any noxious, dangerous, unsightly, unpleasant or offensive condition or activity in or about any Unit or the Common Areas, thing(s) that appear or be unclean or untidy, offend public decency, or are otherwise objectionable;

iii). Any substance(s), thing or material in any Unit or in the Common Areas, that emits a foul, unpleasant or noxious odor, or anything which injures, annoys, inconveniences, disturbs or otherwise adversely affects the life, health, safety or the use and enjoyment of property, or is offensive to the human sense of hearing, smell or sight, including anything that causes noise or other condition that disturbs or would otherwise disturb the peace, quiet, safety, comfort, or serenity that a Resident is normally accustomed to having;

iv). Actions or activities, including loud music or other noise, that may cause discomfort,

embarrassment, annoyance, distress or disturbance to other Residents, guests, visitors or invited persons, whether or not law-enforcement officers are called, including loitering by non-residents in, on, or about the Common Areas;

v). Smoking in Common areas. Smoking is allowed within an Owner's Unit unless the odor seeps into an adjoining unit and becomes noticeable by adjoining neighbors.

(5) Signs & Activities; The placement of signs shall be limited to a Unit Owner's "For Sale" signs which may only be placed inside Unit windows or in an outside planter area, but not in other Common Areas. Activities (e.g., assembly/disassembly) that create disorderly, unsightly conditions lasting more than a few hours in a single day, may not be undertaken by Unit Owners or Guests in Common Areas unless a reasonable or unusual "need" is demonstrated for Board approval.

(6) Garbage & Debris: All Unit Owners shall be responsible to remove all rubbish, trash, refuse, waste, dust, debris and garbage from each Unit, and prevent accumulation thereon.

(7) Subdividing of a Unit. A Unit may not be subdivided or partitioned for rental/leasing purposes, to change it from a single-family dwelling.

(8) Firearms, Incendiary Devices, Weapons and Graffiti. The use of firearms, incendiary devices or weapons shall be in accordance with state laws and Association policy; including the use of guns, handguns, rifles, automatic/semi-automatic weapons, BB guns, pellet guns, sling shots, bows-arrows, blow-darts, or other arms regardless of size. The painting of graffiti is prohibited.

(9) Structures: No Owner or occupant shall place, or cause to be placed, any temporary and/or stand-alone structure(s), including dog run(s), tents, sheds, etc., in Common or Limited Common Areas without the consent/approval of the Board.

(10) Trees and Shrubs, etc.: Property located near driveways, entrances, exits, paths and streets shall be landscaped so as to eliminate obstructions and permit unimpeded sight by vehicle drivers. No fence, wall, hedge, bush or tree, etc., -real or artificial, shall be planted or placed in, on, or about the Common Areas without the Board's prior written consent. The Association may alter or remove objects found in violation, and in doing so, shall not be guilty of a trespass.

(11) Energy Conservation Equipment. Solar energy collector panels or other energy-conservation equipment, or attendant hardware, shall only be constructed or installed in accordance with parameters approved by the Board, as provided by rule(s).

(12) Business Use. No Business may be conducted within the confines of the Complex, unless:

(a) the existence or operation of the Business activity is not apparent or detectable by sight, sound, or smell from outside the residence;

(b) the Business activity does not involve persons who are not Residents who come into the condominium Complex, nor conduct door-to-door solicitations of Residents; or

(c) the Business activity conforms to all zoning laws, conforms with the residential and housing-for-older-persons provisions, is not a nuisance, or hazardous or offensive, or threatens the security or safety of other Residents as determined by the Board.

Qualifying Business activities shall accord with HOA policy. Notwithstanding, the leasing of a residence shall not be considered a Business within the meaning of this sub-Section.

(13) Vehicles. The driving, parking, and storing of motor vehicles shall be subject to rules, orders and resolutions of the Board. In addition:

a) No garage may be permanently altered in a way that would prevent the parking of two medium size automobiles within. Resident's vehicles shall be parked in assigned garages and driveways. Use of adjacent off-road 'pad' spaces may be used by Residents for temporary, infrequent parking, but not for consistent or on-going uses,

b) Adjacent parking-pad areas may also be used by guests to park personally-owned vehicles. Parking is prohibited in painted "red" zones or other unauthorized areas. Because of the narrow roadways, overnight parking on roads is prohibited to allow "emergency vehicles" unrestricted access to residential Units. Parking on 12400-12350 south shall accord with city ordinances, and

c) Unlicensed or un-registered vehicles may not be parked in driveways, 'pads,' or on-street marked parking areas, and may be towed away at the Owner's expense.

(14) Aerials, Antennas, and Satellite Systems. The installation of antennas and satellite dishes shall conform with the rules, orders or resolutions adopted by the Board.

(15) Windows & Doors: All external window/door modifications, applications of coverings or decor to windows and doors, shall conform with Association regulatory policy.

(16) Finishes and Colors. Exterior construction materials, finishes and colorings shall not be changed without (a) advisory input from the Architectural Committee, and (b) final approval by the Board; including for stucco, fencing, lights, windows, or similar items.

(17) Pets. Two (2) indoor house pets per-Unit are allowed. Additional restrictions on the keeping and housing of pets shall be in accordance with Association rules and resolutions.

(18) Insurance Impacts. No action(s) shall occur in, on, or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property, or an increase in the cost of insurance for the Property, beyond such amounts which the Board [but for such activity] have contracted to pay.

(19) Damage or Loss. No actions which result in a diminishment or loss of value of the Common Areas or Limited Common Areas, shall be undertaken by any Owner or Resident, guests or other invited persons; and each Owner/Resident shall indemnify and hold harmless the Association and other Owners, against losses resulting from such a loss or diminished value.

(20) Structural Alterations. Except for an emergency, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be effected or permitted by any Owner without the prior written consent of the Board.

(21) Recreation. Activity in the Common Areas, including recreation on furnished equipment, erected or installed, shall be at the risk of the user. The Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon, or related to use thereof.

(22) Fences. Fully fenced-in yards are prohibited. Single fence panels in rear-yards between Units are permitted in areas designated by the Board by rule or order. Sizes and decor-patterns of fences shall be of the current white-vinyl type, unless the Board shall otherwise provide.

(23) Occupancy Agreements. The Board may promulgate rules or resolutions for the renting, letting or leasing of Units within the Complex; conditions of such occupancy, additional fees, internal grievance procedures, and related obligations or limitations. In addition:

a) The number of Units for rental or lease shall be limited to five (5) of the Units in the Complex. The Board may waive that by one (1) in a case of extreme and undue hardship.

b) Agreements to lease or rent a Unit shall be in writing, shall include full names and complete addresses of all [or both] parties, and names of each occupant; and signed statements that each occupant is or is not, age 55 or older, and copies shall be delivered to the Board within fifteen (15) working days.

c) The Association may demand and collect dues and assessment payments from tenants if Unit Owner(s) fail to pay, and may evict tenants after 60-days of non-payment. No Owner may rent, sublet, or lease a Unit for transient, seasonal, or other use/access with an initial term of less than one (1) year, which prohibition includes daily or weekly rentals of single or groupings of rooms.

d) At least one of each Unit's renting/letting/leasing occupants shall be age 55 or older within one-year of the date of the lease agreement.

e) All Persons taking possession of, or otherwise living in a Unit, become Residents and thereby agree to abide by this Declaration, By Laws, and policies of the Home Owners Association. Persons violating these are subject to fines or penalties as imposed by the Board.

f) A new Unit Owner shall not rent, let, or lease a Unit within the first 12-months after the date of purchase. No person renting or leasing a Unit, shall sub-rent, sub-let, or sub-lease the Unit.

(24) Nuisance Abatement: The Board may adopt rules, orders and resolutions to define and enforce issues involving nuisances. In addition, within ten (10) working days after the date of a written notice from the Association being delivered to a Unit Owner, which notice identifies that a nuisance has occurred, or has otherwise been caused by an occupant, the Owner shall abate the nuisance and notify the Board in writing of the action taken, or of a plan to act. If the nuisance is not abated within 20 (twenty) working days, the Board may correct or eliminate the nuisance, and bill the Unit

Owner. If the bill is unpaid within 45 calendar days, it becomes a lien against the Unit. If a nuisance threatens the health or safety of other Unit Owner(s), the Board may compel the Owner to evict a renter/lessee within a specified time period.

(25) Easements: Irrigation, Support, Maintenance and Repair. The Association holds a non-exclusive easement over, across, through, above and under the Units and the Common Area for the operation, maintenance and regulation of the Common Area and Facilities, as a result of having obtained the Property subject to any irrigation, water or ditch easement, or its equivalent, which may run with the Land. The Association shall have authority to grant Owners of such water, irrigation or ditch easements, a reasonable access to the easement to maintain, repair, replace or improve components located thereon, any provision to the contrary notwithstanding.

(26) Liability of Owners and Residents For Damages. Each Owner or Resident shall be liable to the Association, or to other Owners or Residents for damages to person(s) or Property within the Complex caused by his/her negligence, and may be assessed costs for repairs or replacements.

(27) Encroachments. If any portion of a Unit, Common Area, or Limited Common Area temporarily encroaches upon another Unit, the Common or Limited Common Area as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment shall be created hereby, and shall exist so long as such encroachment exists.

(28) Officers and Agents. The responsibility to perform the managerial, legal, contractual, fiduciary and operational functions of the Association is delegated to elected and appointed officers comprising the Association's Board, and their actions shall accord with Board decisions. Written documents shall be issued by such officers as directed by the Board, and all "oral" contracts and accords issued for and in behalf of the Association are legally un-enforceable. In addition to all other authority, the Association, through its Board, may recover all attorney fees and court costs as may be required to enforce any provision (including delinquent Assessments) of this Declaration, By Laws or other policy. Authority and general functions of the Board shall be as provided in the By Laws.

(29) Board Meetings. The Board shall meet regularly, and as often as necessary to administer Association functions; and may adopt rules and resolutions for the conduct and operations of such meetings, including agendas, methods of voting, etc..

(30) Owners Meetings. The full membership of the Association shall meet at least annually. The Board shall establish provisions for the setting of agendas, methods of voting (including 'cumulative' and 'proxy' voting), and conduct of this and other meetings, by rule(s).

(31) Lists of Unit Owners. The Board is authorized to obtain the following information:

a) A list of names and current addresses of all Unit Owners, a list of whether Owners are age 55 or older; and names and addresses of all Residents; and a list of whether each is 55 or older.

b) In the event of any transfer of a fee-interest, or undivided fee-interest in a Unit, either the

transferor or the transferee shall furnish to the Board, written evidence verifying that transfer, and that the Deed or other instrument of transfer is on record in the Recorder's Office of Salt Lake County, Utah, and that the transferee has received a copy of this Declaration and effective By-Laws. The Board may rely on information concerning Unit ownership from its own records, records of the County Recorder, or other reliable agents. The address on file of any Owner shall be deemed to be the address of the Unit thus owned, unless the Board is otherwise advised in writing.

c) Name-specific information is restricted, and shall be available only for Board review. It shall not be issued to other persons except when summarized data is used for statistical purposes.
(32) Capital Improvements. All expenses for Capital Improvements shall be subject to:

a) Expenditure Limit. An un-budgeted expense for maintenance, activities, insurance, Capital Improvements or similar expenses to the Association, which cost ten percent (10%) or less of the Total Annual Budget, may be authorized by the Board. Such a ten percent (10%) limit shall hereinafter be known as the "extra-budget ceiling."

b) Home Owner Approval/Expenditure Limit. Any planned expenditure which is expected to exceed the "extra-budget ceiling," shall, prior to a final decision of the Board, be authorized by at least a majority of Unit Owners.

c) Material Changes: Any Capital Improvement (exempting replacements/upgrades) which will materially/significantly alter the nature of the Complex, shall -regardless of cost, be authorized by at least sixty-seven (67%) percent of Unit Owners, prior to the commencement of its construction.

(33) Operation, Maintenance and Alterations. The Common Areas, and such Limited Common Areas that are non-Owner maintained, shall be kept and maintained in good condition and working order at the Association's expense, to the extent reasonably necessary for preservation and use, in accordance with by-laws and policy of the Association adopted by the Board.

a) Access: The following easements & rights of way are reserved by the Association:

(i) Easement. A non-exclusive easement over, across, through, above and under the Lots and the Common Area for the operation, maintenance and regulation of the Common Area, amenities and facilities, and landscaping and maintenance,

(ii) Drainage: A reciprocal easement on, over, under, through and across the Common Area for the drainage of surface waters on, over, under, through and across the Complex. [For example, no Unit Owner shall change or interfere with the Master Storm Drain System without the prior written consent of the Board],

(iii) City Agreements: It is acknowledged that at least one agreement between the original developer(s) and Riverton City was made, thus making the City a party to certain covenants between it and the Association. Such agreements are for the sole purpose of protecting and preserving the use of mutually beneficial concerns such as storm drainage, serving the Complex. While the City is not an Association member and has no vote in the management

or regulations of its affairs; it has enforcement rights under the agreements and state law, and is empowered to enter the Complex to enforce applicable laws and ordinances,

(iv) Other Accords: It is further acknowledged that other agreements, made or to be made, between the HOA and other entities, shall serve sole purpose(s) which they were agreed to.

b) Personal Responsibility. Each Owner is responsible for maintaining and replacing certain physical Improvements in and to that Owner's Unit, and some Limited Common Areas adjacent thereto. These include on-going access to electrical service, natural-gas, water, heating, refrigeration, air-conditioning fixtures, windows, doors, garage door systems, lights, batteries, patios, balconies and decks. Each Unit Owner shall keep his/her Unit and Limited Common Areas clean, attractive, and in a condition that accords with the Project's design.

c) Neglect. If the Board determines that a Unit Owner has failed to properly discharge his/her obligation with regard to the maintenance, repair, or replacement of items for which s/he is responsible; or that the need for maintenance, repair, or replacement in the Limited Common Area occurs from the willful or negligent act of a Unit Owner, family, guests, tenants or other invited persons, and such a need is not covered by insurance in whole or in part, the Association may provide maintenance, repair or replacement at the Owner's expense; subject to the following:

(i) Assessment/Lien. Such costs may be added to and be a part of the Assessment to which the Owner is subject, or may become a lien against his/her Unit;

(ii) Notice of Intent to Repair. Except in an emergency, the Board shall give the Owner written notice of the Association's intent to obtain necessary maintenance, repair, or replacement at the Owner's expense; and shall identify with reasonable particularity the maintenance, repair, or replacement deemed necessary. The Owner shall have fifteen (15) working days after receipt of notice to either (a) request a hearing on the matter to show sufficient cause, or (b) complete such maintenance or repair. If the maintenance or repair is not able to be completed within the estimated time period, the Owner shall commence replacement or repair that can be finished within a reasonably prudent time period. Hearings shall be conducted in accordance with notice and hearing procedures outlined in the ByLaws.

(iii) Emergencies: If the Board determines and provides documentation that an emergency exists, then advance notice of entry into a Unit, is not required.

(iv) Rights of Entry: The Board or its agents has a right of entry into or upon any Unit, Common or Limited Common Area, as may be necessary to perform emergency or other needed work; and shall not be liable for trespass, invasion of privacy or the like for such entry. A courtesy advance notice shall be given a Unit Owner when time allows.

(34) Common Expenses. Each Unit Owner shall pay a monthly Assessment to meet the basic on-going financial obligations for Common Expenses. This amount is due by the first-day of the month, and delinquent by the tenth-day of the month after which a late-fee penalty, plus interest, shall be immediately due. The amount of the monthly Assessment shall be set at the Association's Annual Meeting in accordance with the adopted budget. Other Dues or Assessments for Common Expenses,

shall be set in accordance with this Declaration, By-Laws and policy of the Board. The omission or failure of the Board to fix any dues or Assessment amounts, or to notify each Unit Owner of such, shall not be deemed a waiver or a release of any obligation of payment. In such event, a Unit Owner shall continue to pay the same Assessment amount as paid for the most recent year in which an Assessment was made, until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

a) Dues and Assessments. Each Unit Owner, by virtue of having purchased or otherwise obtained a Unit, whether or not it shall be so expressed in a deed, or by contract or covenants, thereupon agrees to pay to the Association all Dues and Assessments as levied by the Board.

b) Purpose of Common Area Expenses. Budgeted Assessments shall be used for the Common Expenses of general operations to serve common benefits of Owners and Residents, including maintenance and regulation of real and personal property owned by the Association.

c) Prior Agreement: In general, equal Dues and Assessment amounts are levied upon all Units to equally benefit all Owners. By prior agreement, all Owners pay the same monthly Assessment amount. However, inasmuch as Owners of the ten single-family Units have larger square footage areas than exist in multiple grouped Units, in order to compensate for such values of re-roofing or on-going insurance costs paid by HOA funds, those ten single-family Unit Owners shall pay additional monthly amounts for garbage-pickup and city-wide street lighting costs.

d) Budgetary Process. At least thirty (30) days prior to the Annual Home Owners Meeting, the Board shall prepare and deliver to Owners a proposed Budget which shall:

(i) Itemize the anticipated Common Expenses for the upcoming twelve (12) month calendar year, commencing with the following January;

(ii) The Board shall estimate the cash requirements necessary to maintain and operate the Common Areas and the functions of the Association, and

(iii) Estimate expenses of operations, grounds maintenance, taxes, Special Assessments, premiums for all Insurance which the Board is obligated and/or has agreed to maintain, including common electrical, water, trash collection, sewer, repairs and maintenance of Common Areas, replacement of worn-out Common Area items, wages, legal and accounting fees, deficits, contingency reserve(s), surplus or sinking funds, Capital Improvement reserve, or such other expenses and liabilities as are incurred by the Association for the benefit of the Owners. The Board may prescribe additional budgetary procedures by rule.

e) Personal Obligations: Owners are liable to pay all levied Assessments and Additional Charges; provided no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real-estate contract, land-sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed, shall be liable for unpaid Assessments which accrued prior to the acquisition of title or sales contract.

f) Equitable Changes. If the aggregate of all monthly payments on all of the Units is insufficient as a result of unanticipated expenses, the Board may impose an equitable increase in the amount of said payments. However, the total monthly payment may not exceed fifteen (15%) percent of the current calendar year's total budget. Owners shall be given at least thirty (30) days written notice of any additional Assessment amounts.

g) Payment: Dates/manner of payments shall be determined by Board rule/resolution.

h) Reserve Accounts. The Board shall set up and maintain a reserve account to pay for Capital Improvements including roofs, roads and driveways, which shall be funded from regular Assessments, interest earnings from that account, or other specified funds; which amounts shall not be spent for regularly budgeted operations. In addition, the Board shall set up a second reserve account to pay for unexpected/unbudgeted operating expenses, which may be funded from unused budgeted funds, Special Assessments, or other specified funds.

i) Capital Improvement List. The Board shall maintain and update at least biennially, a list of anticipated Capital Improvements [by itemizing major Capital Improvements such as roofs, roads, clubhouse, pool, etc.], estimating each item's expected useful life, estimating costs to replace items at the end of its useful life, and determining the percentages & amounts of Common Area Assessment funds available in the reserve account to meet such financial obligations.

j) Statement of Assessments Due. Upon written request, the Board shall furnish to an Owner a statement of Assessments due. Failure to provide the statement within thirty (30) calendar days after a written request is received by a Board Member, shall be deemed grounds that all Assessments have been paid current. The Association may require the advance payment of a processing charge for the issuance of such statement, as set forth in the schedule of fees.

(35) Special Assessments. In addition to the other Assessments authorized herein, the Association may levy one or more Special Assessments during any one, or multi-year budget period, including:

a) Special Assessments: If a Special Assessment does not exceed twenty (20%) percent of the annual budget per Unit in any one fiscal year, the Board may impose an additional Special Assessment upon all Unit Owners without any additional approval.

b) Assessment Approval: Any additional Special Assessment which would cause the Special Assessment Limit (above) to be exceeded, shall be effective only if approved by a majority of the Members of the Association. The Board may allow any Special Assessment to be paid in amounts other than a lump-sum, or in 12-monthly payments, depending on circumstances.

c) Limited Assessments: The Board may specifically assess a Unit Owner to resolve a specific problem that pertains to his/her unit. Before issuing a Limited Assessment notice, the Board shall obtain input from the affected Unit Owners, followed by a written explanation to the Unit Owner(s) defining the issue(s) and outlining expected benefits.

d) Failure to Act: The failure of the Board to exercise its authority under this Section shall

not be grounds for any action against the Association or the Board, nor shall it constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this, or any other section of this Declaration. A failure to act, or a non-decision, in one case shall not set a binding precedent for other matters.

(36) Individual Assessments. An Individual Assessments may be levied by the Board against a Unit Owner to pay and/or reimburse the Association for:

a) Unanticipated costs associated with the maintenance, repair or replacement of Common Area for which one or more Unit Owner(s) have been determined to be responsible;

b) Unanticipated costs associated with administrative expenses incurred by the Board in interpreting or enforcing the policies of the Association, or other charges, fees, expenses, or costs designated as an Individual Assessment by the Board; or

c) Attorneys' fees, interest, fines, or other charges which may arise from related actions taken by the Board in behalf of an individual Unit Owner.

(37) Collections. In addition to the imposition and collections of Dues, Fees, or Assessments from Unit Owners, tickets may also be issued as well as fines levied for acts of non-compliance, and if not paid within the specified time period, shall become obligations of Unit Owners according to a posted schedule set by the Board in accordance with By-Laws or policy, or according to individual Orders or Resolutions for judgements passed by the Board. The Board may expend funds for costs of litigation without membership approval, and may seek to recover legal costs from an Owner in violation, if the Association prevails.

a) Late Payments: When payments are not received within established time periods, late-fees, interest or attorney's fees may be charged according to the Association's fee schedule. Other penalties may apply as defined by rule, and these may be enforceable by a securable lien.

b) Delinquent Payments & Liens. When a Property-Lien is attached to secure delinquent Dues, Assessments, attorney's fees or interest, etc., it may be attached as a money judgment, regardless of whether written notice is filed/recorded. The Board may engage in collection efforts, including retaining professional/legal practitioners, at the delinquent Unit Owner's expense.

c) Penalties: If a financial obligation becomes delinquent, it may be considered to be in arrears. When a delinquency occurs, Unit Owners may be denied rights to use recreational amenities, H.O.A. paid utilities, including water, garbage, etc., and the right to vote on H..O. A. matters.

d) Rulemaking: The Board is obligated to collect all funds promptly, and may schedule payments of an Owner's financial obligations.

(38) Board Liability: Each Member officer, or agent, including Unit Owners who assist with Association responsibilities, or the Board, shall hereby be indemnified by the Association against any

and all expenses, including attorney's fees that arise from any action, suit, or other legal proceeding (including settlement of any suit or proceeding, if approved by the Board) to which s/he may be a party by reason of being or having been a Member officer, or agent of the Board; except in such cases wherein the Board Member officer, or agent is found guilty, by a court of competent jurisdiction, of willful misfeasance or malfeasance in the performance of duties --provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The Member officer, or agent of the Board shall not be liable for mistakes of judgment, negligent or otherwise, nor shall they have any personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association, and each Member officer, or agent of the Board shall be held harmless against any and all liability on account of any contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any Member officer, or agent of the Board, or former member officer, or agent of the Board, may be entitled. The Association shall maintain adequate director and officer general insurance coverage to fund this obligation unless such insurance is not available or the cost is unreasonably high.

(39) Insurance. The Board shall purchase insurance to cover losses in the Common Areas [including each Unit's exterior structure], which policy categories, as listed below, shall each be rated "A:VII" by A.M. Best, using standard "Special" or "All-Risk Building" forms, where applicable. The Board may, by majority vote, purchase additional insurance for non-structural elements in the Common Area or other items as needed. Unit Owners may also be asked to provide the Board with a copy of their individual home owner policy(s).

Each Unit Owner shall purchase and maintain an individual Home Owner's Insurance policy for their unit, to cover losses of unit non-structure items [re: the definition of "Unit" above] resulting from fire, theft, earthquake, etc., and also losses from the entry of exterior water from broken water pipes, rain-gutters and drains, etc., unless such coverage is provided through an HOA self-insurance pool or blanket policy. The insurance coverage of an Owner shall be considered primary, and insurance coverage of the Association shall be secondary.

- a) Casualty: A blanket policy of a type similar to loss adjustment based upon replacement cost. This may also include "earthquake" and other special risks.
- b) Flood Insurance: The Association shall obtain a master or blanket flood policy, when needed to cover damage to the Common Area and/or the exterior structure of Units;
- c) General Liability Insurance. A minimum liability policy with adequate limits for bodily injury and property damage, which may include automobile liability protection;
- d) Director's and Officer's Liability Insurance. An adequate director's and officer's liability policy, including errors and omissions insurance;
- e) Fidelity Bond. A separate fidelity bond to be set by the Board to cover non-compensated agents, employees, contract agents, etc, to cover theft of Association funds.

f) Miscellaneous Policies: Other policies to cover (a) personal property damage, or (b) worker's compensation and employer's liability, when needed. Or, the Board may instead require agents to carry personal insurance coverage to indemnify the Association or sign waivers to indemnify the Association. Copies shall be filed with the Board.

g) Deductibles: The deductible costs of a claim made against the Association's Property Insurance Policy shall be paid by the Home Owner making the claim or making a repair in the absence of insurance. In the event of multiple responsible parties, the loss shall be pro-rated according to each party's responsibility of the total. A deductible resulting from a loss caused by an act of god or nature, or by elements beyond the control of the Association, shall be the responsibility of the Association.

(40) Mortgagees: The Board shall maintain up-to-date records [within 120-days] showing: i) The name, address, and Unit number of each Owner; ii) The name and address of each Resident; iii) The name and address of each person/entity who is a Mortgagee of a Unit, and the Unit which is thus encumbered thereby; and iv) The name and address of each person or entity who is an Insurer or Guarantor, and the Unit encumbered by the Mortgage insured or guaranteed by such person or entity.

(a) Assessment Exemption: No mortgagee or beneficiary under a first deed of trust (excluding a Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

(b) Policy Validation: Evidence of insurance shall be given to an Owner or Mortgagee upon request. Each policy shall include a standard mortgage clause or equivalent. A Unit Owner's Insurance policy may not be canceled or substantially modified, including cancellation for premium nonpayment in less than ten days' prior written notice to the Board, Insurance Trustee, Mortgagee loan service entity, or FNMA. In any policy covering the entire Project, each Owner and eligible Mortgagee shall be beneficiaries in amounts equal to a Unit Owner's percent of undivided Unit Ownership interest.

(c) Proceeds: Insurance proceeds, when awarded, shall be disbursed to promptly and reasonably repair any damages. Any proceeds remaining shall be placed in the Capital Improvement Reserve Account and retained by and for the benefit of the Association, and is a covenant for the benefit of the Association and any Mortgagee of a Unit, and may be enforced by them.

(d) Project Restoration: In the event of partial or substantial destruction, condemnation, or obsolescence, restoration of the Project shall be undertaken by the Board promptly without a vote of the Owners, unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven (67%) percent of the Project's undivided Ownership interest, and at least fifty-one (51%) of Eligible Mortgagees having ownership interest in Units. Within thirty (30) days after the Board has determined that Substantial Destruction, Condemnation, or Obsolescence exists, after informing each Unit Owner [according to this declaration], it shall send to each Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence, and seek the preferences of the Eligible Mortgagees concerning Restoration. If the project is sold due to destruction, condemnation, or obsolescence, any Available Funds shall be distributed to Owners; or to Owners and

Mortgagees in proportion to their respective equity.

(e) Termination of Legal Status. Any action to terminate the legal status of the Project shall be consented to by Owners collectively holding at least sixty-seven (67%) percent of the Project's undivided Ownership interest, and shall also be agreed to by Eligible Mortgage holders who represent at least fifty-one (51%) percent of the votes of mortgaged Units. Approval shall be assumed if an Eligible Mortgagee fails to respond to proposed amendment(s) within thirty (30) days after receipt of notice, if delivered by certified or registered mail with "return receipt" requested.

(f) Mortgagee Protection. A lien or claim against a Unit for unpaid Assessments levied by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

i) In addition to any rules which are adopted by the Board, a lien or claim against a Unit for unpaid Assessments shall not be affected by any sale or transfer of such Unit. However, a sale or transfer pursuant to a foreclosure or sale of the Mortgage affecting such Unit shall extinguish any debt payable prior to such sale or transfer, unless state or federal laws allow, or permit, otherwise. However, any unpaid Assessments extinguished by a foreclosure or sale shall not relieve the purchaser or transferee of a Unit from lien or liability for any Assessments thereafter.

ii) The Board shall make available to Owners, Mortgagees, lenders, holders, insurers, or guarantors of a Mortgage, current copies of the Declaration, By-Laws, or regulatory documents, records or financial statements of the Association. These shall be open for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association may recover any photocopying and service charges incurred.

iii) Upon written request to the Board by a Mortgage holder, insurer, or guarantor, who identifies his/her name and address and Unit Number or address of the encumbered property, such person/entity shall be deemed an "Eligible Mortgagee, Insurer or Guarantor," respectively, and shall be entitled to timely written notice of any of the following:

- (1) A condemnation or casualty loss affecting a material portion of the Project or a Unit on which a Mortgage is held, insured, or guaranteed;
- (2) A delinquency in payment of Assessments owed by a Unit Owner subject to a Mortgage held, insured or guaranteed, which remains uncured for a period of sixty days;
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Board or the Association; or
- (4) proposed actions requiring consent by specified Eligible Mortgagees.

(vii) Amendment: The Declarant may amend the Declaration by an affirmative vote of at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas, by the recordation of an instrument executed by the Board which shall certify that the vote required by this

Section for amendment has occurred. Further, if approval of a specified percentage of Eligible Mortgagees is required for said amendment, that such approval has been obtained. The right of the Association to amend the Declaration shall, however, be subject to:

a) The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest in the Common Areas and shall be required to any amendment which would terminate the legal status of the Project;

b) The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Survey Map, which establishes, provides for, governs, or regulates any of the following [which are considered as "material"]:

(1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens, or the priority of assessments liens; (3) reduction in reserves for maintenance, repair, and replacement of the Common Areas; (4) responsibility for maintenance and repairs; (5) reallocation of interests in the general or limited Common Areas, or rights to their use; (6) redefinition of any Unit boundaries; (7) convertibility of Units into Common Areas or vice versa; (8) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Project; (9) hazard or fidelity insurance requirements; (10) imposition of any restrictions on the leasing of Units; (11) imposition of any restrictions on a Unit Owner's right to sell or transfer his/her Unit; (12) a decision by the Association of fifty (50) or more Units to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder; (13) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; or (14) any provisions that expressly benefit mortgage holders, insurers or guarantors.

c) Any addition or amendment shall not be considered material for purposes of this Paragraph (b) if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Survey Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Board or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall apply to amendments to this Declaration and the Survey Map or the termination of the legal status of the Project as a condominium if such is made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

d) No provisions of this Declaration or Bylaws shall be construed as giving any Owner or other party priority over any rights of a first Mortgagee of a Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Area.

e) Upon request, each Unit Owner shall be obligated to furnish to the Association the same

address of the holder of any Mortgage encumbering such Owner's Unit.

f) If the Federal National Mortgage Association (FNMA), or Federal Home Loan Mortgage Corporation (FHLMC) subsequently deletes any requirements that necessitate the provisions of this Mortgagee Section, or makes any requirements less stringent, the Committee, without approval of the Owners, may amend this Article to reflect such change(s).

g) The following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community: annexation of additional property to the Community except when a plan of annexation has been previously approved by the Veterans Administration: dedication of Common Property to any public entity; or material amendment of the Declaration, Bylaws, or Articles of Incorporation.

h) Any Mortgagee receiving a written request from the Board to respond to or consent to any action, shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the request.

(41) Easements for Stream Maintenance and Water Management. The Board reserves for itself and designees, the nonexclusive right and easement, but not the obligation, to inspect the water-lines, plumbing, or streams located within the Common Area, to (a) install, keep, maintain, and replace any necessary items for the provision of water for irrigation of any of the Property; (b) construct, maintain and repair any structure; (c) make needed changes to avoid water damage, and (d) remove trash and other debris therefrom for maintenance. The Association and their designees shall have access easement over and across any of the Property abutting or containing any part of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

(42) Clubhouse, Spa & Pool: Unit Owners may use clubhouse, spa & pool facilities in accordance with rules adopted by the Board, including senior-community activities, youth/adult-swimming, aerobic-classes, quiet-times, capacity and evacuation, maintenance provisions, etc..

(43) Destruction, Condemnation, Obsolescence.

a) If all or part of the Complex is destroyed, condemned, or becomes obsolete, the following applies:

(i) Substantial: A condition of "Substantial Destruction, Condemnation, or Obsolescence" shall be deemed to exist when the cost of restoration of any damage to the Project or any part thereof; or when a complete taking of the Project, or a part of the Project occurs under eminent domain, by grant or conveyance in lieu of condemnation, or when the Project or any part thereof has become obsolete, or is in such disrepair, and such a condition(s) respectively, is found to equal or exceed Twenty-Five percent (25%) of the estimated restored value of the Project, less Available Funds;

ii) Partial: A condition of "Partial Destruction, Condemnation, or Obsolescence" shall be deemed to exist when any other damage or destruction to the Project or any part thereof; any other taking by eminent domain or grant or conveyance in lieu thereof; or any state of disrepair which does not constitute Substantial Destruction, Condemnation, or Obsolescence, respectively.

(iii) "Restored Value" means the fair market value of the Project after Restoration, as determined by an MAI or other qualified appraisal;

(iv) "Estimated Cost of Restoration" means a calculation of the Project's Restored Value prior to any event(s) that result in substantial destruction, condemnation or obsolescence.

(v) "Available Funds" means proceeds of insurance, condemnation awards, payments in lieu of condemnation or taking, and uncommitted funds of the Association; but shall not include the portion of insurance proceeds legally required to be paid to any party other than the Association, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner for the condemnation or taking of the Unit of which they have interest in.

b) Determination by Board. Upon occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Board shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. The Board may also review the condition of the Project and determine whether Substantial or Partial Obsolescence exists. To do so, it may retain and rely upon one or more qualified appraisers or other professionals.

c) Restoration of the Project. Restoration of the Project shall be undertaken by the Board promptly without a vote of the Owners in the event of Destruction, Condemnation, or Obsolescence, unless failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided Ownership interest, and that such a majority presents an alternative plan for resolving the prevailing issues confronting Unit Owners who are disadvantaged by conditions of Destruction, Condemnation or Obsolescence.

d) Notices of Destruction or Obsolescence. Within thirty (30) days after the Board has determined that Substantial Destruction, Condemnation, or Obsolescence exists, it shall notify each Owner in writing, describing the conditions thereof, and may, without a meeting of the Owners, undertake actions to determine the preferences of the Owners regarding Restoration.

e) Insurance. In the event insurance proceeds, condemnation awards or payments in lieu of condemnation received by the Board that affect structures/items covered by Association and its insurance and budgets, exceed the cost of Restoration when undertaken, the excess shall be proportionately distributed to the Owners. However, if Restoration costs for those things exceed Available Funds, the Board may make Special Assessment(s) to meet the deficiency.

f) Reallocation Under Partial Restoration. If a Unit(s) is not subject to a Restoration, or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided Ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units.

g) Sale of Project. In the event of Substantial Destruction, Condemnation, or Obsolescence, unless Restoration is accomplished as provided above, the Project shall be sold and condominium Ownership under this Declaration and Survey Map shall terminate. The proceeds of sale and all Available Funds

shall be distributed by the Board to the Owners in proportion to their respective undivided interests in the Common Areas.

h) Authority to Restore/Sell. The Board shall act as "attorney-in-fact" for each Owner, and shall represent the Association and Owners in proceedings, negotiations, settlements, and agreements with authorized agents for the acquisition of all or part of the Common Areas and Facilities, and may enter into any contracts, deeds or other instruments necessary or appropriate for Restoration or sale.

i) Settlement Proceeds. In any condemnation proceeding, the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Owners.

j) Termination of Legal Status. Any action to terminate the legal status of the Project after Substantial Destruction, Condemnation or Obsolescence occurs shall be agreed to by Unit Owners representing at least sixty-seven (67%) percent of the Association's membership.

(44) Continuation of Regulatory Polices: All rules/resolutions currently effective as of the date of this Declaration, shall continue in force until revised and re-adopted by the Board.

(45) Fair Discrimination: The Association may fairly discriminate, by rule, in any matter before it, including issues involving owners or residents, purchases or use of units and common areas; insofar as such discrimination is lawful, or is derived from sufficient judicial precedent.

(46) Amendment. Before the Board can revise, add or amend this Declaration, it must obtain an affirmative vote of at least sixty-seven percent (67%) of the undivided Unit ownership. Such authorized amendment shall be accomplished through the recordation of a document executed by the Board, certifying that an approving vote under this Section has occurred. Any addition or amendment shall not be considered as material for purposes of this paragraph, and may be made if it is for (i) clarification only, or (ii) to correct a clerical error.

a) Notice: Notice of any proposed revision, addition or amendment(s) to any eligible Owner, to whom a written request to approve such a revision, addition or amendment to this Declaration or other documents, if required, shall be mailed with return postage prepaid to the address for each Owner shown on the list maintained by the HOA. Any Unit Owner who does not deliver to the Board a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

b) Poll for Re-Vote: If the proposal to revise, add or amend this Declaration shall fail, the Board may poll eligible voters to determine the reason(s), and then propose further changes to the originally proposed language. Following at least thirty (30) days of a ballot, a vote may be taken of such changes; which -if approved by a sixty-seven (67%) percent majority of Unit Owners, and appropriate mortgagees -if material, shall constitute passage of the entire Declaration.

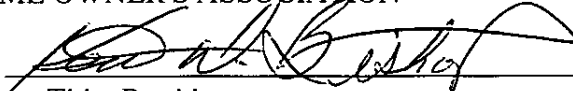
c) Priority. No part of this Declaration may be construed as giving an Owner or other party, priority over any rights of a Unit's first Mortgagee in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or the taking of Common Areas.

IV- EFFECTIVE DATE:


This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon the day of it's filing for recordation in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED: This 12 Day of January, 2011.

THE FARMS AT TITHING HILL, Condominiums;
A Housing for Older Persons Project.
HOME OWNER'S ASSOCIATION

By: 
Title: President

Utah
County of Salt Lake City
On this 12 day of January, 2011, Kent Bishop
personally appeared before me,
____ who is personally known to me,
 whose identity I verified on the basis of Utah 12607868,
____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.


Notary Public
My Commission Expires: Nov 29 2014



ATTACHMENT -A
ATTACHMENT -B

BY LAWS
SURVEY MAP

ATTACHMENT "A"

FIRST AMENDED AND RESTATED BY LAWS

FOR

THE FARMS AT TITHING HILL

A UTAH CONDOMINIUM AND HOUSING FOR

OLDER PERSONS PROJECT,

IN SALT LAKE COUNTY, STATE of UTAH

WHEN RECORDED, RETURN TO

President
The Farms at Tithing Hill Home Owners Association, Inc.
12547 Tithing Hill Drive
Riverton, Utah 84065

January 2011

BY LAWS of THE FARMS AT TITHING HILL HOMEOWNERS ASSOCIATION

I. IDENTITY:

These are the By Laws of The FARMS AT TITHING HILL CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT and the FARMS AT TITHING HILL HOMEOWNERS ASSOCIATION, INC., as provided in the Utah Condominium Ownership Act (the "Act"), and "Second Amended and Restated Declaration of Condominium for The Farms at Tithing Hill."

II. DEFINITIONS:

Terms are as defined in the afore named Declaration of the Home Owner's Association (H.O.A. or HOA, or Association), and in federal and state fair-housing acts. In addition:

- i) "Vote" means a roll-call ballot where each person's vote is recorded by his/her name;
- ii-) "Consent" means a vote taken with the number of "ayes" and "nays" recorded;
- iii-) "Assent" means approval of a decision by asking if any persons do NOT support it, and if no one responds, the decision is recorded as having been "assented" to; and
- iv) "quasi" refers to such Board Members who are 'appointed' to serve in a lessor, or limited capacity, who have a secondary authority to vote on Board matters.

III. OFFICE:

The Office of the Association is located at the H.O.A. Clubhouse, 12547 South Tithing Hill Drive, Riverton, Ut. 84065, or at such other place as may be designated by the Board.

IV. APPLICATION:

All present or future owners, tenants, or other persons authorized to use facilities of the Complex in any way, are subject to restrictions set forth in these By-Laws. The acquisition or rental of a Unit, or the act of occupancy or use of any of said Units, or the Common Areas and Facilities, signifies that these By-Laws are accepted and will be complied with by any such persons.

V. ASSOCIATION:

1. **Members.** The members of the Association shall consist of all owners and spouse occupants, residing in a Unit, in fee simple, as shown in the records of the County Recorder of Salt Lake County, Utah. Ownership is fee simple. No mortgagee, beneficiary, or trustee under a deed of trust shall be considered to be a member unless and until such a party has acquired title pursuant to foreclosure or any legal arrangement/proceeding in lieu thereof. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit.

2. Place of Meetings. Association meetings shall be held at a place within the State of Utah, Salt Lake County, as the Board may specify by a notice.

3. Annual Meetings. The annual meeting of the Association shall be held at a time and place in the fall of each year, as specified by the Board.

4. Special Meetings. Special meetings of the Association may be called at any time by the Board, or by Unit Owners collectively holding at least thirty (30%) of the total vote, and shall be held at a time and place specified by the Board. The notice thereof shall also state the matters to be considered.

5. Notices. Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10), nor more than sixty (60) days before the date of the meeting, either personally or by mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

6. Quorum.

(a) At an Association meeting, the Owners of more than fifty (50%) percent of all Units and Common Areas shall constitute a quorum for any and all purposes, except where express provisions of these By-Laws or the Declaration require a vote of more than fifty (50%) percent of those present [or of the full Association membership, when required], in which event a quorum shall be the percentage of interest required for such vote.

(b) In the absence of a quorum, the presiding officer of the meeting may adjourn and reschedule the meeting without notice other than by announcement at the meeting. The Members of the Association present at the rescheduled meeting shall constitute a quorum. A re-scheduled meeting shall meet the attendance requirements provided in (a) above.

(c) At any such adjourned meeting, at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. The rescheduled meeting shall not be held earlier than forty-eight (48) hours, nor more than thirty (30) days after the originally scheduled meeting.

7. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50%) percent of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of Officers, unless the question is one upon which, by express provision of the Declaration and these By-Laws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes shall be cast either in person or by proxy. All proxies shall be in writing and shall be delivered to the designated officer prior to the beginning of a vote taken at said annual meeting. An Owner is entitled to vote at any meeting only if, he shall have fully paid all payments of dues or assessments made or levied against him or his Unit by the Board, along with all additional charges, if properly chargeable to him and against his Unit, at least three (3) days prior to the date of the meeting.

For any issue voted upon, there shall be one vote cast for each Unit.

The following provisions shall apply to votes on Association issues and Elected Officers:

- a) Subject To Assessment. No vote shall be cast or counted by a unit-owner(s) not subject to such expenses, dues or assessments as are being then considered for passage;
- b) Multiple Owners. When more than one person or entity holds a financial interest in a Unit, the vote from that Unit shall be suspended if the voters disagree and more than one person or entity seeks to exercise it. The President may settle the matter if needed; and
- c) Leasing Residents. An Owner who leases a Unit, may, in the lease or another written instrument, assign the voting right appurtenant to that Unit to the lessee, provided a copy of the reassignment is given to a Designated officer at least three days prior to any meeting.

8. Proxies. A vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner. A proxy shall not be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or any such persons, that it be revoked. Any proxy shall be void if the document is not dated, or if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute actions on behalf of that person. Any proxy shall terminate automatically upon adjournment of the scheduled meeting and extensions. A proxy must be an individual Unit Owner or a legal representative of a Unit Owner.

9. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

10. Conduct of Meetings. The President, or in his/her absence, the First Vice-President, shall preside over all meetings of the Association. The designated officer, or designee, shall keep the minutes of the meeting, record all resolutions adopted, and record all transactions of meetings. Meetings shall be conducted in accordance with policy provided by the Board.

VI. BOARD:

1. Purposes and Powers. The business, property and affairs of the Association shall be managed and governed by a management Board consisting of three (3) Elected-Officers, plus various numbers of Appointed Officers. The Board shall have all powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and in addition, may also perform actions in ways that are not foreseen or defined by the Declaration or these By-Laws. The Board is authorized to adopt rules, orders, contracts, or resolutions as regulatory policy for the operational and fiduciary functions of the Association, and to promote the rights of access of owners, provided such measures do not conflict with the Declaration or these By-Laws. The President is authorized to act on behalf of the Board for all matters relating to functions of the Board that may arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for:

- a) Preparation of an annual budget, in which there shall be established the dues and assessments of each Owner to the Common Expenses;
- b) Levying dues and assessments against Owners to defray the expenses of the Complex, setting the methods of collections from Owners, and the timing of payments. Unless otherwise determined by the Board, the dues and assessments owed by Owners for proportionate shares of the Common Expenses shall be payable in equal monthly installments, due and payable in advance on the first day of each month;
- c) Providing for the operation, care, replacement, maintenance and surveillance of the Common Areas, property, and services of the Complex from annually budgeted or reserve funds;
- d) Designating, hiring, and supervising personnel for the maintenance, operation and repair of the Common Areas, providing services for the Complex, providing compensation for such personnel, and for the purchase of related equipment, supplies and material;
- e) The collection of dues and assessments from Owners, the depositing of funds in an insured financial institution, the monitoring, borrowing and withdrawing of funds from, to and within accounts thereof in behalf of the Association, the designating of signatories, and use of budgeted funds to administer the needs of the Complex;
- f) The amending of these By Laws when needed, and the promulgation of and amending the rules and resolutions relating to the provisions of the Declaration and these By Laws;
- g) Making or contracting for repairs, alterations and improvements to the common property in accordance with the Declaration and other provisions of these By-Laws;
- h) Enforcing the provisions of the Declaration, By-Laws, rules or other regulatory measures adopted by the Board, involving the Common or Limited Common Areas, including maintenance, repair and replacement of Limited Common property that may be assigned to unit-owners, or the bringing of proceedings instituted on behalf of the Association;
- i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium costs therefor;
- j) Paying costs of services rendered to the Complex, as contracted by the Board;
- k) Keeping financial records of detailed accounts of the receipts and expenditures affecting the administration of the Complex, including maintenance and repair expenses incurred. Such financial records validating expenditures shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set by the Board for general access.

l) The keeping of financial records in accordance with generally accepted accounting practices, and upon resolution of the Association, and the review and examination of those at least once a year by an accounting professional. The Board may also employ an outside auditor [not a resident or an Owner therein] to conduct an accredited financial audit, the cost of which shall be a Common Expense of the Association. If a separate audit is requested by one or more unit-owners, the cost shall be liable upon the requesting party(s). A copy of the Association's annual financial report shall be available to any first Mortgagee who requests a copy in writing;

m) The making of any instrument executed by the Board that recites facts, which if true, shall establish the Board's power & authority to accomplish through such instrument, the intended actions. Such instruments shall legally and lawfully establish said power and authority to act as provided below; and the Association, in connection with its exercise of any of the powers delineated below, hereby constitutes a legal entity acting through its Board. The Board is hereby granted the following authorities and powers:

i) Unit Entry. The authority to enter into or upon any Unit to make repairs or do other work necessary for the proper maintenance and operation of the Complex. Except in an emergency, unit-residents shall be given at least twenty-four (24) hours prior notice. The expenses, if any, due to entry, shall be the responsibility of the Board;

ii) Grant Easements. The authority, without the consent of the Owners, insurers or mortgagees, or other persons, to grant or create reasonable permits or licenses, for the handling of water, irrigation and/or utility easements, or to provide other non-exclusive easements over, under, across, and through Common Areas for purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Complex;

iii) Standing and Execution: The power to sue and be sued, authority to execute, draft or perform, on behalf of all Owners, any statement or amendment to official documents relating to or in behalf of the Association, or otherwise respond/act as may be necessary;

iv) Contracts: The authority to issue or enter into the making of contracts for goods and services to meet the needs of the Complex;

v) Interests in Real Property. The power/authority to exchange, convey or transfer any interest in real property, to purchase or otherwise obtain real property, or interest therein, subject to the approval of at least sixty (60%) of the Association Members;

vi) Meetings. Authority to set procedures for conduct of Association meetings; to define voting methods, schedule "closed" meetings (in whole or part) for executive session; to keep records, and allow, control or prohibit electronic reproduction of such proceedings;

vii) Delegation of Authority. The authority to manage, delegate, and control the operation of the Complex through appointed Officers, full or part-time professional staff

or other Members; to reserve rights, powers and authority to control and oversee; and

viii) Other Acts: Authority to direct or perform any and all other actions, or to enter into transactions deemed necessary to perform functions on behalf of Unit Owners.

2. Composition of Board. At the Annual meeting of the Association, the Unit owners shall nominate and vote for all needed Elected Officers.

4. Terms. The three Elected Officers shall select who shall serve as the President, the First Vice President, and the Second Vice-President of the Association. Each shall be elected for two (2) year terms, with two being elected one year, and one being elected in the alternate year.

5. Qualification. To qualify for election, a Resident must be an individual Unit Owner, or the Spouse of a Unit Owner, in good standing with dues & assessments having been currently paid.

6. Vacancies. Any interim vacant seat on the Board shall be filled by a Member of the Association upon being duly elected by the remaining Board officers.

8. Removal of Elected and Appointed Officers: Elected and Appointed Officers may be removed at any time, for any reason, by the affirmative vote of a majority of Association members of the Board; or by any group of five (5) or more Members, who, with a 30-day notice, shall call for a special meeting of members to address it.

9. Replacement. Elected or Appointed Officers who are dismissed in the manner set forth above, or who resign, shall be replaced by an appointment of the remaining members of the Board. Elected Officers removed by the affirmative majority vote of the Association shall be temporarily replaced by the Board until the next annual fall-meeting of the Association.

10. Term Served. Unless an elected official forfeits, resigns, or otherwise loses his/her seat as provided, a Board Member shall serve until his/her successor qualifies and is properly elected.

11. Regular Meetings. The Board shall meet at least monthly. A meeting of newly elected Board members shall be held within 30-days after adjournment of the annual meeting of the Unit Owners, or a time determined by the Board. Meetings other than the annual Association meeting, shall be held at regular intervals, and at such places within Salt Lake County, at such times as designated by the Board.

12. Special Meetings. Special meetings of the Board shall be held whenever called by the President or by two (2) or more Board members. By unanimous consent of the Elected Officers, special meetings may be held without notice at any time or place. Minutes shall be taken of each Special meeting. Decisions made shall be reported in the next monthly HOA newsletter, and shall be on the next regular meeting's agenda for discussion upon request.

13. Quorum. A quorum for transacting business at any meeting of the Board shall be a majority of the Elected members, plus a majority of the Appointed Members in office.

14. Compensation. No compensation shall be paid to Members for services performed, or to Board members in any other capacity, unless a resolution for remuneration is unanimously adopted by the Board before services are undertaken. Members may be reimbursed for expenses incurred in purchasing services, supplies or equipment, as approved by the Board.

15. Action Without Meeting. Any "emergency" actions taken at a meeting of the Board, may occur without a physical gathering, if a statement defining the "emergency-nature" is approved and signed by all persons entitled to vote on actions at such a meeting, and filed with an officer so designated.

16. Cancellations and Adjournments. The Members of the Board may elect to cancel or adjourn any meeting until such other time as may be felt to be prudent or necessary.

17. Indemnification. The indemnification of Board members and Unit Owners who assist with assigned responsibilities of the Association, shall be conducted in accordance with the 'indemnification' provisions of the Declaration.

18. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a statement of the business and financial condition of the Complex.

19. Conduct of Meetings: In conducting monthly meetings, the Board shall use, at a minimum, the following procedures: (a) decisions that lawfully commit resources or time shall be made by a motion of a non-Chair Board member, (b) All approved motions shall be recorded in the minutes, (c) All motions shall be approved by either a roll-call vote or consent-vote of the Board, (d) Any person present may ask for a motion to be re-stated, or may request the Chair to clarify a procedural action by requesting "point-of-order."

20. Dispute Resolution. The Board may, but is not obligated to, exercise jurisdiction over, or arbitrate the resolution of a dispute between Unit Owners/Residents. When an Resident has a dispute/grievance against another, s/he shall first notify [verbally or in writing], the other party to seek a solution -before seeking Board assistance. If requested, the Board may issue a written "Resolution" regarding such matters, or it may determine that (a) mediation, (b) arbitration, or (c) legal action shall be undertaken as conditions warrant. If the dispute is against the Board, the same steps shall be taken prior to seeking legal action.

21. Conflict of Interest: Board Members shall disclose a conflict of interest that could affect financial or other benefits which could occur from a particular decision. If the matter is considered substantial, that Member may be asked by at least two persons in attendance, to abstain from voting.

VII. OFFICERS:

1. Designation and Election. The Elected Officers of the Association shall comprise the Board, and shall elect each other to be President, First Vice President, and Second Vice President. Such an election shall regularly take place at the first meeting of the Board, which follows the annual Association meeting. The Elected Officer positions shall be:

a- President: This chief executive of the Board shall exercise general supervision over property and affairs, sign all contracts, conveyances and documents relating to business, perform all acts as may be required by the Board, and preside at meetings of the Unit Owners Association and the Board, -though another officer may be asked to conduct at times.

b- First Vice President: This Officer automatically becomes the Acting President during an absence of the President, and performs such requisite duties as needed whenever the President is absent or unable to act, and shall perform other duties as prescribed by the Board.

c- Second Vice President: This Officer shall perform such duties as prescribed by the Board; and if the President or the First Vice President are unable to act, the Board may appoint the Second Vice President, or some other member to act as an interim President.

2. Appointed Officers: The Elected Officers of the Board may appoint other, non-elected Residents, to serve as Appointed Officers. Some Appointed Officers shall serve as 'quasi' Board members, as needed to assist, advise, and perform duties prescribed by the Board. Such officers and duties shall include:

a- Treasurer: The Treasurer receives & deposits Dues, Assessments and other income, disburses funds authorized by the Board; signs checks, keeps accurate accounts of all receipts of disbursements within Board financial records, and advises on financial matters each month.

b- Budget Director: The Director of Budgets shall monitor receipts and expenditures, prepare monthly reports of Association Funds in formats approved by the Board, issue reports advise on financial matters at monthly Board meetings, and perform other duties as assigned.

c- Executive-Assistant/Secretary/Recorder (or similarly named positions) - Shall take minutes of Board meetings and transcribe them for permanent files; review them with the Board, and perform other duties as assigned;

3. Removal of Appointed Officers and Agents. All Appointed Officers and agents shall be subject to removal without cause at any time by the affirmative vote of the majority of the Elected Officers of the Board.

4. Advisory Committees: The Board shall organize, delegate, and appoint other officers who are members, to serve in various operational capacities; including:

a- Architectural Review - This officer shall review Unit Owner requests to all/change various building features, advise the Board, and attend Board meetings as needed,

b- Beautification - This officer shall coordinate issues involving decor and beautification activities as assigned, advise the Board, and attend Board meetings by invitation,

c- Club House Services: This officer shall oversee operations of the clubhouse, pool/spa, and related facilities, and make monthly reports to advise on matters as requested by the Board.

d- Landscaping: This officer shall oversee contracts for grounds maintenance and operations, advise, and make monthly reports on matters requested by the Board.

e- Other: Various officers shall oversee such things as Watering/Irrigation, Socials, Lighting, Legal Matters, etc.. Such appointed officers shall attend Board Meetings as needed.

5. Agreements, Contracts, Deeds, etc.: The President or First Vice President shall be a signatory on conveyances, mortgages or contracts. Otherwise, various agreements, contracts, deeds, leases or other financial instruments of the Association for expenditures or obligations shall be executed by any two Elected Officers, or by such other person(s) designated by the Board.

VIII. ACCOUNTING:

1. Financial Records and Accounts. Financial records/accounts shall be conducted by the Treasurer, according to currently acceptable accounting standards/procedures.

2. Report. At the close of each accounting year, the financial records of the Board shall be reviewed by two or more persons approved by the Board. Reports of such reviews shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. However, a certified audit shall be prepared by a certified public accountant approved by the Unit Owners (not an Owner/Resident), if at least sixty percent (60%) of the undivided interest in the Common Areas and Facilities vote to do so. The Association shall issue a financial statement for the preceding fiscal year to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit in the Complex, following the receipt of a written request. This shall be made available in a timely manner, and any costs shall be borne by the requesting party.

3. Inspection of Documents. All documents and records of the Association shall be available at the principal office of the Board and may be inspected by any Unit Owner, holders, insurers and guarantors of first mortgages secured by Units, their agents or attorneys, for any proper purpose. Such access shall occur during reasonable business hours.

4. Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1st of each year and terminating on December 31st of the same year. This fiscal year period may be changed by the Board, if it is in the best interests of the Association.

5. Fines and Charges: The Board shall maintain and make available to Unit Owners, a current year's schedule of fees, fines and charges; including parking fines, late-payment charges, etc..

IX. BUILDINGS:

The Board may adopt and establish, by motion, rule, order or resolution, such regulatory measures necessary for the maintenance, operation, and management of the Complex. The Board may alter, amend, and repeal such measures at any time. Unit Owners shall be bound by such measures and shall be expected to use their best efforts to see that they are complied with by themselves, their household members, their tenants and persons over whom they have, or may exercise, such control or supervision. Such regulatory measures shall apply to, and be binding upon all Unit Owners and Residents of the Complex and their guests.

X. AMENDMENT OF THE BY LAWS:

These By Laws may be amended either by the affirmative consent of at least seventy (70%) percent of all currently serving Elected and Appointed members of the Association's Board. An amendment can also be proposed by two (2) or more Unit Owners petitioning the Board to obtain approval of the Association's members, whereupon proposed amendments may be approved by consent of a majority of Unit Owners in accordance with procedures proscribed in Section V, Item-7 of these By Laws. No amendment shall become effective until presented to Home Owners at the Annual Meeting, or at another previously scheduled Special Home Owner Meeting.

XI. OPERATION AND MAINTENANCE:

The Board shall be responsible for the maintenance, control, operation and management of the Complex in accordance with the provisions of the Declaration, these By Laws and such rules and such Rules Resolutions as the Association may adopt.

XII. NOTICE:

1. Manner of Notice. All regulatory measures, demands, bills, newsletters, statements, letters, proposed actions, or other communications provided for or required under these By Laws shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent by U.S. Mail, first class postage prepaid; (a) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Designated officer, or (b) if to the Board, at the residence of the President or Vice President's of the Association, or (c) at such other address as shall be designated and delivered by notice in writing in accordance herewith.

2. Waiver of Notice. Whenever a notice is required under the provisions of statutes, the Declaration, or under these By Laws, a written waiver signed by the person(s) entitled to such, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Parcel # 27-26-355-033

XIII. PROMULGATING RULES, RESOLUTIONS AND ORDERS:

The following process shall be used for the Promulgation of Rules, Orders or Resolutions:

(a) The Board may proposed a Rule, Order, or Resolution at any meeting held to conduct regular business.

(b) Following Board approval by roll-call vote, but before a proposed Rule or Resolution can become effective, it shall first be dated and distributed to all Unit Owners and Residents, along with a statement of its purpose.

(c) A proposed Order shall become effective either immediately following the meeting at which it is discussed and approved by roll-call vote, or on a specified date.

(d) A proposed Rule or Resolution can be approved by roll-call vote, and made effective immediately –"IF" the Board finds that an emergency exists that threatens public health, safety or welfare. Such a condition shall be defined in writing, and entered into the minutes. An Emergency measure shall remain effective for up to 180-days; after which it shall lapse. The Board may act to pass it, or a similar version, as a proposed 'non-emergency' measure using the process outlined in this Section.

(e) Upon distribution of a Rule or Resolution to Unit Owners/Residents, a fifteen (15) calendar day comment-period for the proposed measure shall occur; after which the Board shall consider all written comments, and may make the Rule or Resolution effective if no changes are made. If, after considering comments, the Board decides to make a substantive change in the language of a proposed Rule or Resolution, it may re-issue the proposed text with such changes for another 15-calendar day comment period.

(f) If no substantive changes are made to the proposed Rule/Resolution, the Board may make it effective at the next regularly scheduled meeting, following the comment-period..

(g) Any Member may petition for a Change to a currently effective Rule, at any time, by submitting a Proposed Change to Rule/Resolution to the Board for consideration at its next scheduled meeting. The Board shall schedule the petition for discussion on the agenda, for possible action, or re-consideration, at a later time, as it sees fit. Such a proposed change shall, if approved by the Board, be sent out to all Members for a 15-day comment-period, and then may be considered and adopted as effective, in final form, by the Board at their next meeting.

(h) A copy of all effective Rules and Resolutions shall be kept as a set of Official-Measures by the Board, and shall be available upon request. Copies of new measures shall also be provided to each Unit Owner or Resident within 60-days of becoming effective.

XIV. HEARING PROCEDURES:

The following decision process shall be used for handling Resident's requests and disputes:

1. Requests or Complaints from Members / Residents shall be submitted to the Board in writing for consideration at the next regularly scheduled Board meeting.

i) The Member/Resident shall present the issue at the next monthly meeting, but if more time is needed than is available, it may be postponed for up to thirty [30] days;

ii) Following the discussion, a decision shall be made upon a motion of a Board member [not Chair], followed by a roll-call or aye/nay-consent vote. The wording of the final motion, including language and the resulting vote, shall be recorded in the minutes.

2. Residents/Members alleged to be in violation of the Declaration, By Laws or Rules, on such matters as nuisances, late payments, etc., shall summarize their responses in writing and submit them to the Board for review at the next regularly scheduled meeting.

I-) If the Board finds that additional information is needed, it may table the matter and postpone a decision for up to thirty [30] days.

ii) In making a decision, the Board shall, upon a motion, take either a roll-call or aye/nay consent vote, with the wording of the motion and the vote being recorded.

3. If the Member/Resident disagrees with the Board decision, s/he may appeal that decision.

4. The first step of appeal shall be to submit a written request for "Reconsideration of the Decision" by a three-member panel; to include one member of the Board and one members of the Association who is not a Board Officer, as selected by the person appealing, and a third member of the Association agreed upon by both parties. They shall hear and vote on the matter in dispute by following the foregoing process.

5. If the matter is not resolved to the satisfaction of the Member and the Board, the next step shall be conducted by "Mediation." If a solution is not agreed upon by the disputing party, s/he may either enter into (i) Non-Binding or (ii) Binding Arbitration, with an outside licensed "arbiter" who shall review the matter according to standards of the arbitration profession; or, the Resident/Member may elect to (iii) seek a judgement in State District Court.

6. Costs of the dispute resolution or litigation shall be borne by the non-prevailing party. However, if the judgement involves multiple issues, the hearing officer may aware costs accordingly.

XV. MISCELLANEOUS PROVISIONS:

1. Records Access: All information obtained by the Board is the property of the Association. A Unit Owner may access a document(s) in accordance with rules of resolutions of the Board. Records may be obtained by Non-Owners or other Residents by submitting a written request to the Board in accordance with rules adopted by the Board.
2. Continuance of Policy: Each Rule, Resolution and Order currently effective as of the date of this Declaration and this set of By Laws, shall continue in force.
3. Conflict: These By Laws are subordinate and subject to all provisions of this Declaration and provisions of State of Federal Acts. In the event of any conflict between these By Laws and the Declaration, the provisions of the Declaration shall control; and in the event of a conflict between the Declaration and the Acts, the provisions of the Acts shall control.
4. Severability. These By Laws are intended to comply with the requirements of the State of Utah. If any provision of these By Laws, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of these By Laws shall not be affected thereby, and to this end the provisions hereof are declared to be severable.
5. Waiver. No restriction, condition, obligation or provision of these By Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
6. Titles, Captions and Headings: The title, captions and headings contained in the Declaration and these By Laws are for convenience only, and are not are not intended in any way to limit or enlarge their terms and provisions.
7. Construction. Whenever, in these By Laws, the context so requires, the singular number shall include the plural and converse; the use of any gender shall be deemed to include all genders; the term "shall" is mandatory and the term "may" is permissive unless it is used with phraseology that intends a limitation, such as in "... no person may act ..." whereby it then becomes mandatory.

XVI. EXECUTION

These By Laws have been adopted and executed by the Association:

On the 12 day of ~~December~~, ^{January} 2011.

By: Kent W. Bishop
President

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

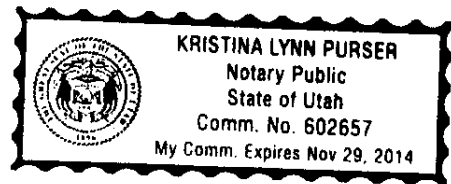
On the 12 day of ~~December~~, ^{January}, personally appeared before me Kent W. Bishop, who by me being duly sworn, did attest that he is the President of the Home Owners Association of the Farms at Tithing Hill, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Members, and said President duly acknowledged to me that said Association has executed the same.

Kristina Lynn Purser

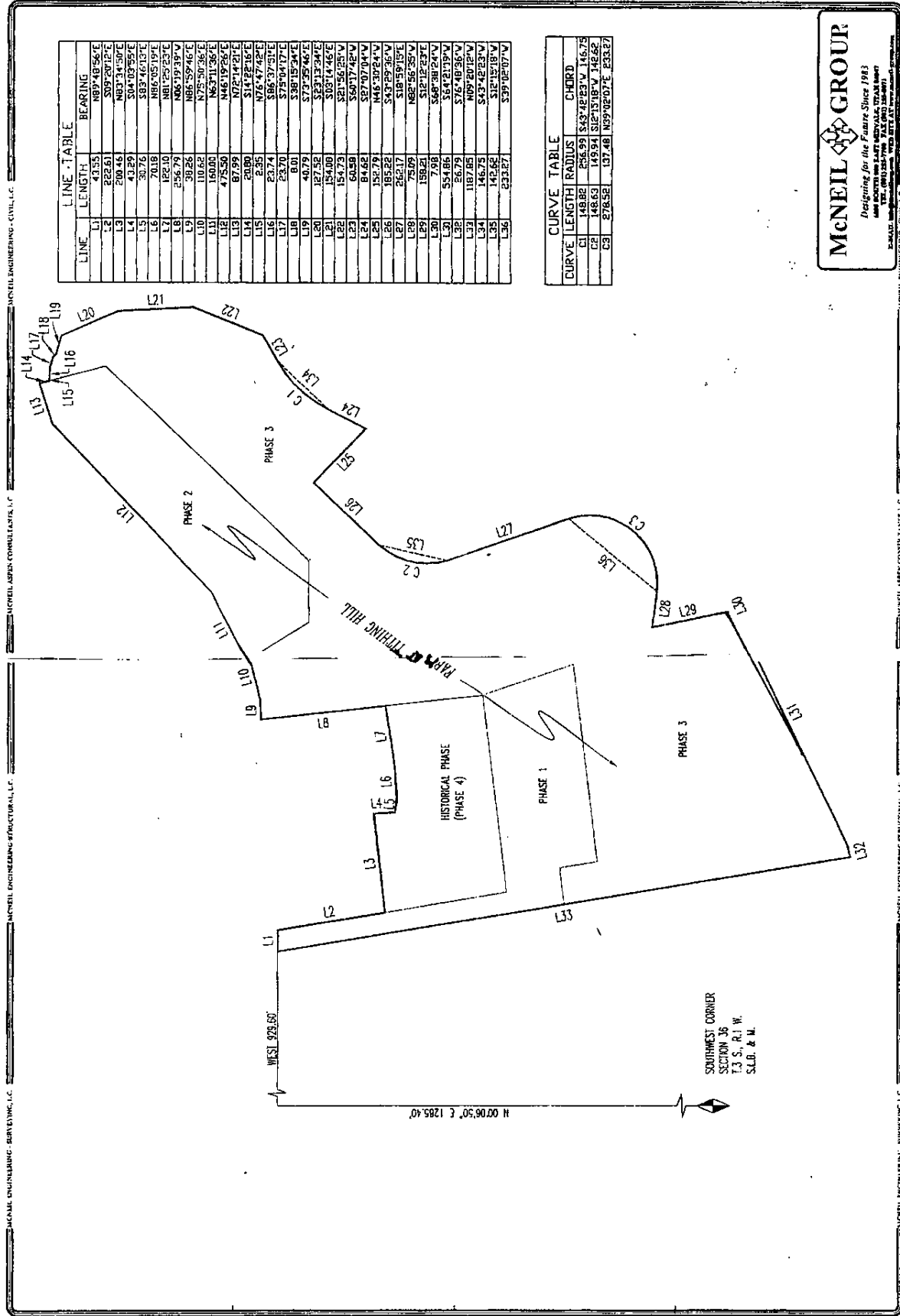
NOTARY PUBLIC

Residing at: 1962w 12600s Riverken, Utah 84096

My Commission Expires: Nov. 29th 2014



Attachment "B" Survey Map



LINE	LENGTH	BEARING
L1	433.55	N89°48'56\"E
L2	222.61	S09°20'12\"E
L3	209.46	N03°14'50\"E
L4	43.29	S04°03'55\"E
L5	30.76	S33°46'10\"E
L6	20.18	N65°05'19\"E
L7	25.20	N01°23'53\"E
L8	25.20	N01°23'53\"E
L9	25.20	N01°23'53\"E
L10	110.62	N76°50'42\"E
L11	150.00	N63°11'26\"E
L12	478.50	N46°19'26\"E
L13	87.99	N07°14'21\"E
L14	20.00	S14°22'16\"E
L15	2.95	N74°47'42\"E
L16	23.74	S66°37'51\"E
L17	23.70	S75°04'17\"E
L18	8.01	S38°15'24\"E
L19	40.79	S37°35'46\"E
L20	127.52	S32°13'24\"E
L21	154.08	S03°14'46\"E
L22	154.73	S21°56'25\"E
L23	60.58	S60°17'42\"E
L24	84.62	S27°07'04\"E
L25	152.79	N46°30'54\"E
L26	195.22	S43°29'36\"E
L27	262.17	S19°59'15\"E
L28	75.09	N82°56'35\"E
L29	198.23	S12°12'23\"E
L30	7.98	S68°39'24\"E
L31	554.86	S64°21'39\"E
L32	126.72	S76°49'36\"E
L33	1187.85	N09°20'12\"E
L34	146.73	S43°42'23\"E
L35	145.82	S16°32'17\"E
L36	622.57	S39°02'07\"E

CURVE	LENGTH	RADIUS	CHORD
C1	148.82	256.99	S43°42'23\"E 146.73
C2	148.63	149.94	S12°15'18\"E 142.62
C3	278.52	137.48	N99°02'07\"E 233.27

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