

WHEN RECORDED RETURN TO:

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**AMENDMENT TO BYLAWS
OF OLD FARM HOMEOWNERS ASSOCIATION**

Pursuant to Article XII, Section 1 of the Bylaws of the Old Farm Homeowners Association, the following amendments are hereby made to said Bylaws.

RECITALS

WHEREAS, in the beginning the Old Farm Homeowners Association administered to three (3) separate and independent projects or communities, to wit: Lexington Village, Wayland Station and the Foxpoint Apartments;

WHEREAS, since the Foxpoint Apartments has now withdrawn the references to the three (3) projects or communities in the Bylaws is now obsolete;

WHEREAS, the Board of Trustees now desires to implement changes to the Bylaws made necessary by the withdrawal of the Foxpoint Apartments; and

WHEREAS, all of the voting requirements have been satisfied.

NOW, THEREFORE, for the reasons stated above, the Bylaws of the Old Farm Homeowners Association are hereby amended as follows:

1. Article III, Section 1 of the Bylaws is hereby amended to read as follows:

1. Annual Meetings. Annual Meeting of the Members shall not be required, unless mandated by the Board of Trustees, or by the affirmative vote of at least 2/3 majority of members present in person or by proxy at a Special Meeting called for this purpose at which a quorum is present.

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

2. Article III, Section 6 is hereby deleted in its entirety.²

3. Article IV, Section 1 is hereby amended to read as follows:

1. Number. The business and the affairs of the Association shall be managed by a Board of Trustees composed of four (4) trustees.³

4. Article IV, Section 2:

2. Classification of Trustees. All Trustees shall have been duly elected or appointed members of the two Community Management Committees or their officially appointed representatives. (a) Two of the Trustee positions shall always be filled by the duly elected or appointed Chairpersons of each of the two Community Management Committees or their officially appointed representatives. (b) The other two Trustee positions shall be filled by a member of the Lexington Village Management Committee and a member of the Wayland Station Management Committee or their officially appointed representatives.⁴

5. Article V, including the caption, is hereby amended to read as follows:

Selection of Trustees

1. Selection. Trustees shall be selected by the respective Community Management Committees from their members, except the Chairperson of each Community Management Committee, or their duly appointed representative, shall serve as a Trustee beginning with the year they begin as Chairperson of the Management Committee.

² Original Section read as follows: 6. Cumulative Voting: At each election for trustees, the vote or votes attributable to a Unit may be accumulated by the Member or Members entitled to cast the same by giving one candidate as many votes as the number of trustees to be elected multiplied by the number of votes concerned shall equal or by distributing the total votes so determined among any number of candidates. A plurality shall be sufficient for the election of a candidate.

³ Original Section read as follows: 1. Number. The business and the affairs of the Association shall be managed by a Board of Trustees composed of five (5) trustees.

⁴ Original Section read as follows: 2. Classification of Trustees. The Trustees shall be classified as follows: (a) Three Trustee positions shall be filled by the duly elected or appointed Chairpersons of each of the three Community Management Committees or their officially appointed representative. Their term of office as a Trustee shall coincide with their term of office as Chairperson of their respective management committee, or if an appointed alternative, as long as that appointment shall be in effect. (b) The other two trustee positions shall be Members at Large and shall be filled by open election of and from the Membership at the regular annual meeting. The first year of election, two Trustees will be elected by majority vote. The nominee getting the highest vote count shall serve for two years. The second highest shall serve for one year only, thus calling for an election of one new Trustee each year with subsequent election then being for two years. Each Trustee shall hold office until his successor has been duly elected or appointed.

2. Election. Each Trustee shall have been duly elected as a member of one of the Community Management Committees, or shall be appointed to serve by his or her respective duly elected Management Committee.⁵

6. Article VI, Section 1 is hereby amended to read as follows:

1. Meetings. Meetings of the Board of Trustees shall be determined by the Trustees, provided that all meetings shall require prior notice to all Trustees, as defined in Section 3 hereof.⁶

7. Article VII, Section 2a:

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

a. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at any special meeting when such statement is requested in writing by one half of the members who are entitled to vote.⁷

8. Article VIII, Section 2 is hereby amended to read as follows:

1. Appointment of Officers. The appointment of officers shall take place at the first meeting of the Board of Trustees each calendar year or as soon thereafter as is reasonably possible. The President of the Board shall alternate each year between the Chairperson of the Lexington Village Management Committee and the Chairperson of the Wayland Station Management Committee.⁸

⁵ Original Article read as follows: Nomination and Election of Trustees

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

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

⁶ Original Section read as follows: 1. Annual Meeting. The annual meeting of the Board of Trustees shall be held without notice other than this section immediately after, and at the same place as, the annual meeting of the Members. Board of Trustees may provide by resolution the time and place within the State of Utah for holding of additional meetings without notice other than such resolution.

⁷ Original Section read as follows: 2. Duties. It shall be the duty of the Board of Trustees to:

a. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one half of the Class A members who are entitled to vote.

⁸ Original Section read as follows: 1. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

EXHIBIT "A"
Legal Description

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

**EXHIBIT A
(PHASE I)**

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

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

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

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

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

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

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

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

**EXHIBIT A
(PHASE II)**

Parcel A (Lake Area):

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

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

Parcel B (Old Farm Road):

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

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

Parcel C (Community Center and Tennis Courts):

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

Parcel D (Old Farm Lane):

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

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

Description of Maintenance Yard:

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

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

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

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

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

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

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

Parcels 22-06-226-003
22 06 226 005
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16 31 476 019