

ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WALKER ESTATES
A COMMUNITY DEVELOPMENT

137 36P
Lots 1 to 50 + common area
12-312-0001 to 0051

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS is made and executed this 26th day of January, 1998, by **WALKER
ESTATES, L.L.C.**, a Utah limited liability company, hereinafter referred to as "Declarant,"

WITNESS:

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JAMES ASHAUER, DAVIS CNTY RECORDER
1998 APR 1 2:33 PM FEE 137.00 DEP MEC
REC'D FOR WALKER ESTATES LLC

WHEREAS, Declarant is the owner of that certain parcel of real property situated
in Davis County, State of Utah, and more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4
NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S.
SURVEY: BEGINNING AT A POINT ON THE SECTION LINE, SAID
POINT BEING 831.65 FEET NORTH 89°58'46" EAST ALONG SAID
SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION
15; RUNNING THENCE NORTH 89°58'46" EAST 65.00 FEET ALONG
SAID SECTION LINE; THENCE SOUTH 0°01'14" EAST 164.85 FEET TO A
POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC
OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF
77.68 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD
BEARS SOUTH 17°05'55" WEST 76.53 FEET) TO A POINT OF
TANGENCY; THENCE SOUTH 34°13'03" WEST 269.39 FEET TO A POINT
OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A
70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.74 FEET
(CENTRAL ANGLE EQUALS 34°10'03" AND LONG CHORD BEARS
SOUTH 17°08'02" WEST 41.13 FEET); THENCE NORTH 89°58'47" EAST
612.62 FEET; THENCE SOUTH 0°09'27" EAST 377.09 FEET; THENCE
SOUTH 0°07'34" WEST 387.96 FEET TO THE NORTH LINE EXTENDED
OF SYRACUSE VILLAGE PLAT "B", SYRACUSE CITY, DAVIS COUNTY,
UTAH; THENCE NORTH 89 14'09" WEST 663.47 FEET ALONG SAID
NORTH LINE EXTENDED AND NORTH LINE OF SAID SYRACUSE
VILLAGE PLAT "B" AND SYRACUSE VILLAGE PLAT "A", SYRACUSE
CITY, DAVIS COUNTY, UTAH TO THE MOST NORTHWESTERLY
CORNER OF SAID PLAT "A"; THENCE NORTH 0°03'01" EAST 811.24
FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 130.00 FOOT
RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.20 FEET
(CENTRAL ANGLE EQUALS 11°32'51" AND LONG CHORD BEARS
NORTH 28°26'38" EAST 26.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 34°13'03" EAST 262.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.84 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS NORTH 17°05'55" EAST 38.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 0°01'14" WEST 173.74 FEET TO THE POINT OF BEGINNING.

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

ARTICLE I DEFINITIONS

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

Section 1.1. "Association" shall mean and refer to WALKER ESTATES HOMEOWNERS ASSOCIATION OF SYRACUSE, a Utah Non-Profit Corporation, its successors and assigns.

Section 1.2. "Declarant" shall mean and refer to WALKER ESTATES, L.L.C., and its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.4. “Declaration” shall mean and refer to this Enabling Declaration of Covenants, Conditions and Restrictions of WALKER ESTATES HOMEOWNERS ASSOCIATION OF SYRACUSE, a Utah Non-Profit Corporation, and all amendments hereto.

Section 1.5. “Lot” shall mean and refer to each individual lot within the WALKER ESTATES development, as shown on the Map of the recorded subdivision of the properties, with the exception of the common areas and limited common areas.

Section 1.6. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.7. “Management Committee and Committee” shall mean and refer to the Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the by-Laws and rules and regulations of the Association.

Section 1.8. “Common Area” shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner and designated as common use on the recorded plat. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL OF THE AREA DESIGNATED AS COMMON AREA ON THE
RECORDED PLAT OF WALKER ESTATES A COMMUNITY
DEVELOPMENT.

Section 1.9. “Manager” shall mean and refer to the person or entity designated by the Association to manage the Project.

Section 1.10. "Plat" shall mean and refer to the official subdivision plat filed and recorded in the Official Records of the Davis County Recorder. **E 1393406 B 2266 P 1031**

Section 1.11. "Limited common areas and facilities" shall mean or refer to those common areas and facilities designated on the recorded subdivision plat as reserved for the use and benefit of each lot to the exclusion of other lot owners. The driveways and other areas designated on the subdivision plat are deemed limited common areas.

Section 1.12. "Mortgage" shall mean and refer to the Deed of Trust as well as a mortgage.

Section 1.13. "Mortgagee" shall mean and refer to the beneficiary or holder under Deed of Trust as well as a mortgage.

Section 1.14. "Person" shall mean and refer to any legal entity as well as natural person.

Section 1.15. "Project" shall mean and refer to the WALKER ESTATES, A COMMUNITY DEVELOPMENT.

ARTICLE II

GRANT AND SUBMISSION

Declarant hereby submits to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Davis County, Utah, and more fully described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 831.65 FEET NORTH 89°58'46" EAST ALONG SAID SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION

15; RUNNING THENCE NORTH 89°58'46" EAST 65.00 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0°01'14" EAST 164.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.68 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS SOUTH 17°05'55" WEST 76.53 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 34°13'03" WEST 269.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.74 FEET (CENTRAL ANGLE EQUALS 34°10'03" AND LONG CHORD BEARS SOUTH 17°08'02" WEST 41.13 FEET); THENCE NORTH 89°58'47" EAST 612.62 FEET; THENCE SOUTH 0°09'27" EAST 377.09 FEET; THENCE SOUTH 0°07'34" WEST 387.96 FEET TO THE NORTH LINE EXTENDED OF SYRACUSE VILLAGE PLAT "B", SYRACUSE CITY, DAVIS COUNTY, UTAH; THENCE NORTH 89 14'09" WEST 663.47 FEET ALONG SAID NORTH LINE EXTENDED AND NORTH LINE OF SAID SYRACUSE VILLAGE PLAT "B" AND SYRACUSE VILLAGE PLAT "A", SYRACUSE CITY, DAVIS COUNTY, UTAH TO THE MOST NORTHWESTERLY CORNER OF SAID PLAT "A"; THENCE NORTH 0°03'01" EAST 811.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.20 FEET (CENTRAL ANGLE EQUALS 11°32'51" AND LONG CHORD BEARS NORTH 28°26'38" EAST 26.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°13'03" EAST 262.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.84 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS NORTH 17°05'55" EAST 38.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 0°01'14" WEST 173.74 FEET TO THE POINT OF BEGINNING.

ARTICLE III

PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which should be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments and other fees for the upkeep and maintenance of the common areas, and any attendant facility;

(b) each individual lot owner shall be assessed separately for any
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upkeep, maintenance, or improvements on the limited common area associated with
the individual lot including the driveway;

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

(d) the right of the Association to dedicate or transfer all or any part of
the Common Area to any public agency, authority, or utility for such purposes and
subject to such conditions as may be agreed to by the members. No such dedication
or transfer shall be effective unless an instrument agreeing to such dedication or
transfer is signed by two-thirds (2/3) of each class of members has been recorded.

Section 3.2. Delegation of Use. Any owner may delegate, in accordance with
the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his
family, his tenants or contract purchasers who reside on the property.

ARTICLE IV

COVENANTS, CONDITIONS AND RESTRICTIONS

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

Section 4.1. Name. The Project, as submitted to the provisions of this
Declaration, shall be known as WALKER ESTATES, A COMMUNITY DEVELOPMENT.

Section 4.2. Description of Lots. The Project consists of fifty (50) individual lots. Each lot will have a home constructed thereon, and any improvements attendant thereto. All improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The lots and the location of the lots are set forth on the Plat as recorded in the office of the Davis County Recorder.

Section 4.3. Common Areas and Facilities. The common areas and facilities of the Project shall be the real property designated on the Plat as common areas, which consist of grass and lawn, walking paths, and any other areas not specifically designated as an individual lot, and not specifically designated for the use and benefit of an individual lot owner as limited common area.

Section 4.4. Lots and Rights to Common Areas and Facilities Inseparable. The lot owner is entitled to a one-fiftieth (1/50) undivided interest in the common area and facilities. The common area and facilities shall not be separated from the lot to which it appertains, and even though not specifically mentioned in the instrument of transfer or conveyance, the 1/50 undivided interest of such right shall automatically accompany the transfer and conveyance of the lot to the individual lot owner.

Section 4.5. Voting-Common Expense-Ownership in Common Areas and Facilities. Each owner shall have an equal vote for all purposes, including but not limited to, voting and sharing of common expenses. The Association shall be the record owner of all common areas and limited common areas and facilities.

Section 4.6. Taxes. Each lot and LCA associated with the lot shall be taxed separately, together with one-fiftieth (1/50) interest in and to the common areas and facilities, and

as a result, no taxes will be assessed or payable against the Association as such. Each owner will accordingly pay and discharge any and all taxes which may be assessed against said lot and LCA and/or common areas and facilities. In the event a lot owner does not pay his proportionate share of the taxes, the taxing authority shall be entitled to a lien on the individual lot, and the LCA, together with one-fiftieth (1/50) interest in and to the common areas and facilities.

Section 4.7. Encroachments. If any portion of the home as constructed on a lot encroaches on any other lot or encroaches upon any portion of the common areas and facilities as a result of the construction of any home or if any encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same shall exist. In the event a home is constructed on any of the common areas as designated on the Subdivision Plat, the owner thereof shall have a valid easement upon the common area upon which the home encroaches and will not be subject to any action whatsoever by the Association or any other party in interest. If the encroachment on the common area leaves a portion of the lot without a home constructed thereon, the Association shall have a valid easement upon the area designated as a lot, and shall be entitled to the use and benefit of the same.

Section 4.8. Easements. If any portion of the common areas and facilities or any fences or walls adjacent to a lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted to the Association or its designate upon the lots and the common facilities as may be necessary, convenient or desirable within the Project

for the installation, placing, removal, inspection and maintenance of utility lines and utility service facilities, for regular repairs and maintenance of exterior portions of improvement on the lots, for any emergency or necessary repairs, and for lawn, trees, shrubbery and yard care and maintenance. Easements for such encroachments shall exist for such period of time as may be necessary, convenient or desirable.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Members. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 5.2. Voting Rights. The Association shall have two classes of voting membership:

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

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

(a) when the total votes outstanding in the Class A membership
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equal the total votes outstanding in the Class B membership.

ARTICLE VI

GOVERNING BODIES

Section 6.1. Owners Association. The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of WALKER ESTATES HOMEOWNERS ASSOCIATION OF SYRACUSE, a Utah Non-Profit Corporation. An owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

Section 6.2. Association Management. The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

ARTICLE VII

LIMITATION OF USE OF LOTS AND COMMON AREAS

Section 7.1. Purposes. Every lot within the Project shall be used for single family residential living purposes. No lots within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph shall be deemed to prevent (a) Declarant or its duly authorized agent from using any lot owned by Declarant as a sales office, sales model, property management office.

Section 7.2. No Obligations. Except for portions of the Project expressly designated on the map, there shall be no obstructions of the common areas, except for

encroachments as set forth in paragraph 4.7 herein, and nothing shall be stored in the common areas without the prior consent of the Management Committee.

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Section 7.3. Alterations, Additions and Attachments. No building, fence, wall or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected, altered, placed or permitted to exist on any portion of the Project, without the prior written approval of the Management Committee. All buildings, alterations, improvements, additions and maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

Section 7.4. No Offensive Activity. No noxious or offensive activity shall be carried on in any lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

Section 7.5. Construction in Common Areas and Lots. Nothing shall be altered or constructed in or removed from the common areas or Lots, except upon the written consent of the Management Committee.

Section 7.6. Rules. The Management Committee is authorized to adopt rules for the use of the common areas and Lots, which rules shall be in writing and furnished to the owners.

Section 7.7. Dumping of Garbage. Except in areas designated on the map or by the Management Committee, no lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each lot shall be kept

free of trash and refuse by the owner of such lot. No person shall allow any unsightly unsafe or dangerous conditions to exist on or in any lot.

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Section 7.8. Parking of Vehicles. No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, nor on any lot outside of any enclosed garage, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the plat or by the Management Committee. In addition, no boats, campers, camper shells, trailers, large trucks, motor homes, or similar large items shall be parked or stored on any lot, or in the limited common areas or common areas, except in a closed garage or accordance with rules and regulations adopted by the Management Committee.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments.

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

assumed by them. However, the assessment shall remain a lien on the lot until paid or otherwise released or discharged.

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Section 8.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas.

Section 8.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$_____ per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than eight percent (8%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above eight percent (8%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 8.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the

cost of any construction, reconstruction, repair or replacement of a capital improvement upon the
Common Area, including fixtures and personal property related thereto, provided that any such
assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are
voting in person or by proxy at a meeting duly called for this purpose.

Section 8.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8.6. Date of Commencement of Annual Assessments, Due Dates.
The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8.7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien

against the property. No Owner may waive or otherwise escape liability for assessments provided
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for herein by non-use of the Common Area by abandonment of his Lot.

Section 8.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 8.9. Notice and Quorum for any Proper and Duly Called Meeting of the Association. Written notice of any meeting called for the purpose of taking action authorized under these Enabling Declaration of Covenants, Conditions and Restrictions shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. The mailing of the notice shall be considered service of notice. At the first such meeting called, the presence of Members or proxies entitled to cast 66-2/3 percent of all votes of Class A and Class B Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting, but in the event a quorum is not present at that meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all Members, that at that meeting, the number of Members present shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Except where a greater percentage is required by the

Declaration, the acts approved by a majority vote of the voting power present at a meeting, at which a quorum is present, shall be the acts of the Members.

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ARTICLE IX

INSURANCE

Section 9.1. Obtaining of Insurance Policies.

A. The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the Lot owners and the Manager against any liability to the public or to the Owners of Lots and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

B. The Association shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Such policy or policies shall not be cancelable except after thirty (30) days' written notice to the Association.

C. The Association shall insure for public liability, property damage, loss of fire by damage occurring on the Common Area.

D. Premium upon the insurance policies purchased by the Association shall
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be paid by the Association and charged as common expense, each Owner paying a pro rata portion thereof.

Section 9.2. Homeowners Insurance. Each Owner shall obtain and maintain at all time insurance of the type and kind in at least the amounts provided herein:

(a) **Casualty.** The Owner shall insure the home and other insurable improvements upon the real property as may be owned by the Owner. It shall be issued in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundation) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against (i) loss or damage by fire; and (ii) property damages, including but not limiting the same to water damage, vandalism, malicious mischief and wind storm;

(b) **Evidence.** Each Owner shall deliver to the Association prior to occupancy and annually thereafter evidence of the above insurance.

Section 9.3. Other Insurance. In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be

made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XI

MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary, the following provisions are in effect:

Section 11.1. Rights of First Refusal. Any "right of first refusal" which may be granted herein shall not impair the rights of the first Mortgagee of a Lot to:

- (a) Foreclose or take title to a lot pursuant to the remedies provided in the Mortgage; or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or
- (c) To sell or lease a Lot acquired by a Mortgagee.

Section 11.2. Title in Mortgagee. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be

liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee.

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Section 11.3. Notice of Default by Individual Lot Owner. A first Mortgagee of a Lot, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual Lot owner of any obligation under this Declaration, or other documents of this Community Development, which is not cured within sixty days.

Section 11.4. No Priority. No provision herein is intended, nor shall it be construed, to give any lot owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot owner of insurance proceeds or condemnation awards for losses to or a taking of common areas and facilities.

SECTION XII

GENERAL PROVISIONS

Section 12.1. Nuisances. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises, no unsightly object(s) shall be allowed to be placed or suffer to remain anywhere upon the premises. Trash and garbage cans shall be placed in areas not visible from the streets or neighboring property. In the event any Owner of any property in the community development shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles, or other unsightly gross or objects, then the Association or the Committee may enter on any lands and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in the event of such a removal, a lien shall arise and be created in favor of the Declarant or Committee and against such Lot for the full amount chargeable

to such Lot and such amount shall be due and payable within thirty (30) days after the Owner is billed therefore.

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Section 12.2. Rubbish. No Lot shall be used in whole or in part for the storage of rubbish or any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any type of material be kept upon any Lot that will emit foul or obnoxious orders or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

Section 12.3. Drainage. Drainage ways shall conform to the requirements of all lawful public authorities, including the county engineer of Davis County, State of Utah, to the full extent of the authority given by law.

Section 12.4. Taxes and Government Limitations. Any conveyance of such protection is made subject to taxes and other assessments of any levied or assessed against the property in the year in which it is conveyed, and subject to all restrictions and limitations imposed by government authorities.

Section 12.5. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 12.7. Amendment. The covenants and restrictions of this Declaration shall run with, inure to the land and be binding on each and every lot owner. This Declaration may be amended during the first twenty-(20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Community Development. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

Section 13.2. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13.3. Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or United States District Court for Utah.

Section 13.4. Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees

incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

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Section 13.5. Effective Date. This Declaration shall take effect upon recording.

Section 13.6. Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

Section 13.7. Evidence and Restrictions Enforceable Jointly and Severally. Each and every one of the covenants, restrictions and reservations and servitudes contained herein shall be considered to be an independent separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations and servitude shall, for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

Section 13.8. Remedies for Violations and Invalidations. For violation or breach of any of these reservations and restrictions by any person claiming by or through it, or by virtue of any judicial proceeding, the Association and the Owners of any of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation of the breach of any of them. The failure to properly enforce any of the reservations and restrictions shall not bar their enforcement.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has

hereunto set its hand and seal the day and year first above written.

E 1393406 B 2266 P 1050

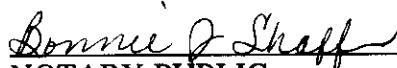
WALKER ESTATES, L.L.C.

Declarant

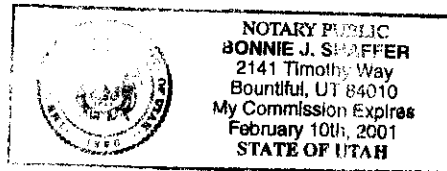

By: **JERRY PRESTON, Manager**

STATE OF UTAH :
: SS :
COUNTY OF DAVIS :

On the 26 day of January, 1998, personally appeared before me JERRY PRESTON who being by me first duly sworn did declare that he is the Manager of WALKER ESTATES, L.L.C. and that the foregoing instrument was signed on behalf of the company by authorization of the Operating Agreement and on behalf of said WALKER ESTATES, L.L.C.


NOTARY PUBLIC

C:\OFFICE\WPWIN\WPDOCS\PRESTON\WALKER.DEC



BY-LAWS

OF

E 1393406 B 2266 P 1051

**WALKER ESTATES OF SYRACUSE HOMEOWNERS ASSOCIATION
a Non-Profit Corporation**

ARTICLE I

NAME AND LOCATION

The name of the corporation is **WALKER ESTATES OF SYRACUSE HOMEOWNERS ASSOCIATION**, hereinafter referred to as the “Corporation.” The principal office of the Corporation shall be located in Layton, Utah, but meetings of members and trustees may be held at such places within the State of Utah as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 2.1. “Association” shall mean and refer to **WALKER ESTATES OF SYRACUSE HOMEOWNERS ASSOCIATION, A COMMUNITY DEVELOPMENT**, its successors and assigns.

Section 2.2. “Declarant” shall mean and refer to **WALKER ESTATES LLC**, a Utah limited liability company, and its successors and assigns if such successors or assigns should acquire more than are undeveloped lot from the Declarant for the purpose of development.

Section 2.3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.4. “Declaration” shall mean and refer to this Enabling Declaration of Covenants, Conditions and Restrictions of WALKER ESTATES, A COMMUNITY DEVELOPMENT, and all amendments hereto. E 1393406 B 2266 P 1052

Section 2.5. “Lot” shall mean and refer to each individual lot within the WALKER ESTATES, A COMMUNITY DEVELOPMENT, as shown on the Map of the recorded subdivision of the properties, with the exception of the common areas and limited common areas.

Section 2.6. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.7. “Management Committee and Committee” shall mean and refer to the Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the by-Laws and rules and regulations of the Association.

Section 2.8. “Common Area” shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL OF THE AREA DESIGNATED AS COMMON AREA ON THE
RECORDED PLAT OF WALKER ESTATES, A COMMUNITY
DEVELOPMENT.

Section 2.9. “Manager” shall mean and refer to the person or entity designated by the Association to manage the Project.

Section 2.10. “Plat” shall mean and refer to the official subdivision plat filed and

recorded in the Official Records of the Davis County Recorder.

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Section 2.11. “Limited common areas and facilities” shall mean or refer to those common areas and facilities designated on the recorded subdivision plat as reserved for the use and benefit of each lot to the exclusion of other lot owners. The driveways and other areas designated on the subdivision plat are deemed limited common areas.

Section 2.12. “Mortgage” shall mean and refer to the Deed of Trust as well as a mortgage.

Section 2.13. “Mortgagee” shall mean and refer to the beneficiary or holder under Deed of Trust as well as a mortgage.

Section 2.14. “Person” shall mean and refer to any legal entity as well as natural person.

Section 2.15. “Project” shall mean and refer to the WALKER ESTATES, A COMMUNITY DEVELOPMENT.

ARTICLE III

MEETINGS OF THE MEMBERS OF THE CORPORATION

Section 3.1. Annual Meeting. The first annual meeting of the Members shall be held on the 3rd Tuesday of April each year following one year from date of incorporation of the Association, delivered to the Members not less than seven (7) days nor more than thirty (30) days in advance of the meeting, to each Member entitled to vote thereat, addressed to the Member’s address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, place and hour of the meeting, and in the case of a Special Meeting, state the purpose of the meeting. The mailing

of the notice shall be considered service of notice.

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Section 3.2. Special Meetings. Special meetings of the Lot Owners may be called at any time by written notice signed by a majority of the Board of Trustees, or by the Owners having one-half ($\frac{1}{2}$) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

Section 3.3. Quorum. At the annual meetings, the presence of Members or proxies entitled to cast sixty per (60%) of all votes of Class A and Class B Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting, but in the event a quorum is not present at that meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all Members. At that meeting, the number of Members present shall constitute a quorum. No such subsequent meeting shall be held more than forty-eight (48) hours and no later than thirty (30) days after the time set for the original meeting. Except where a greater percentage is required by the Declaration, the acts approved by a majority vote of the voting power present at a meeting at which a quorum is present shall be the acts of the Owners.

At the annual meeting, elections shall be held to elect members of the Board of Trustees, financial reports shall be given and such other business conducted as may be properly presented.

Section 3.4. Voting at Meeting of Lot Owners. At any meeting of owners,

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

Section 3.5. Notices. Any notice permitted or required to be delivered as
provided herein may be delivered either personally or by mail. If delivery is made by mail, it
shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been
deposited in the United States mail, postage prepaid, addressed (a) to each such person at the
address given by such person to the Board of Trustees or Manager for the purpose of service of
such notice, or (b) to the address of the Lot owner by such person, if no address has been given to
the Board of Trustees or the Manager. Such address may be changed, from time to time, by
notice in writing to the Board of Trustees or Manager.

Section 3.6. Proxies. At all meetings of members, each member may vote
either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting
member and filed with the Secretary of the Corporation. Every proxy shall be revocable either in
writing or personal appearance and shall be automatically void upon conveyance by the member

of his Lot.

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Section 3.7. Control by Declarant. Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operating of the Corporation until such time as the members elect to assume voting rights hereunder. The members shall not be entitled to make any such election until the earlier of:

(a) The date by which seventy-five per cent (75%) of the lots have been conveyed to lot purchasers; or

(b) Two (2) years after recording of this Declaration.

ARTICLE IV

SELECTION AND TERM OF THE BOARD OF TRUSTEES

Section 4.1. Number. The affairs of this Corporation shall be managed by a Board of three (3) Trustees who need not be members of the Corporation.

Section 4.2. Term of Office. At the first annual meeting the members shall elect one (1) Trustee to serve for a term of one (1) year; one (1) Trustee to serve for a term of two (2) years; and one (1) Trustee to serve for a term of three (3) years; and at each annual meeting thereafter the members shall elect at least one (1) Trustee for a term of three (3) years.

Section 4.3. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the voting members of the Corporation. Upon the death, resignation or removal of a Trustee, a successor Trustee shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4.4. Compensation. No Trustee shall receive compensation for any

service that Trustee may render to the Corporation. Any Trustee, however, may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. E 1393406 B 2266 P 1057

Section 4.5. Action Taken Without a Meeting. The Board of Trustees shall have the authority to take any action in the absence of a meeting which the Trustees could take at a meeting by obtaining of the written waiver and approval of all Trustees. Any action so approved shall have the same force and effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 5.1. Nomination. Nomination for election to the Board of Trustees shall be made either (a) by a Nominating Committee, or (b) from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and one (1) or more voting members of the Corporation. The Nominating Committee shall be specified and 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 elections to the Board of Trustee as it shall, in its discretion, deem proper.

Section 5.2. Election. Elections to the Board of Trustees shall be by secret written ballot, unless all of the members present elect otherwise. At such elections, the voting members of proper proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF BOARD OF TRUSTEES

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Section 6.1. Regular Meetings. Regular meetings of the Board of Trustee may be held monthly, or at least once every three (3) months, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 6.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by (a) the President of the Corporation, or (b) by any two (2) Trustees, after not less than three (3) days written notice to each Trustee.

Section 6.3. Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Trustees present at a duly called and constituted meeting shall represent the act or decision of the entire Board of Trustees.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1. Powers. The Board of Trustees shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the common areas and facilities by the members and their guests, and to establish penalties for any infraction thereof; and
- (b) to suspend the voting rights and right to use of the common areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules

and regulations; and

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

(d) to declare the office of a member of the Board of Trustees to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

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

Section 7.2. 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 the affairs of the Corporation and to present a statement thereof to the members at the annual meeting of the Corporation; and to present such statement at any special meeting upon written request given at least ten (10) days prior to such meeting by one-fourth (1/4) of the members entitled to vote; and

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

(c) as more fully provided in the Declaration, to:

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

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

(iii) within its discretion the Board of Trustees may foreclose

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

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

(e) to acquire and maintain adequate liability and hazard insurance on the common areas and facilities owned by the Corporation; and

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

(g) to cause the limited common areas, common areas and facilities to be maintained; and

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

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of the Corporation shall be a President, Vice-President, and a Secretary/Treasurer, and such other officers as the Board of Trustees may, from time to time, create by resolution.

Section 8.2. Election of Officers. The election of the officers shall take place at the first meeting of the board of Trustees following each annual meeting of the members.

Section 8.3. Term. The officers of the Corporation shall be elected annually by

the Board and each shall hold office of one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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Section 8.4. Special Appointments. The board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine necessary.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time upon giving written notice to the board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment from the Board of Trustees. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the term of the officer replaced.

Section 8.7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article. The Secretary/Treasurer office is held by one person.

Section 8.8. Duties. The duties of the officers are as follows:

The President shall:

- (a) preside at all meetings of the Board of Trustees and members and shall assure that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks

and promissory notes;

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(b) shall appoint, remove and fix the compensation of all managers, agents and employees of the Corporation subject to approval by the Board of Trustees;

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

The Vice-President shall:

(d) act in the absence or inability of the President, rendering and performing all duties of the President with full authority, and shall exercise and discharge such other duties as may be required of him by the President.

The Secretary/Treasurer shall:

(e) record the votes and keep the Minutes of all meetings and proceedings of the Board of Trustees and of the members; keep the seal, if any, of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the President.

(f) receive and attend to all correspondence and perform all of the duties and obligations incident to the office.

(g) receive and deposit in appropriate bank accounts the money of the Corporation and such funds as directed by the President or by resolution of the Board;

- (h) sign all checks and promissory notes of the Corporation;
- (i) keep proper books of account;
- (j) cause an annual examination by the Treasurer of the Corporation

books to be made at the completion of each fiscal year;

- (k) prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

SEAL OF THE CORPORATION

The seal of the Corporation, if the Board of Trustees determines to obtain a seal, shall be in such form as selected by the Board of Trustees.

ARTICLE XII **E 1393406 B 2266 P 1064**
AMENDMENTS

Section 12.1. Amendment of By-laws. These By-Laws may be amended, at a regular or special meeting of the voting members upon the vote of a majority of a quorum of members present in person or by proxy.

Section 12.2. Conflict in Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Article of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Governing Laws. These By-Laws shall be interpreted according to the laws of the State of Utah.

Section 13.2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of **WALKER**
ESTATES OF SYRACUSE HOMEOWNERS ASSOCIATION, have hereunto set

