

When recorded mail to:

Causey Estates Lot Owners Assoc  
c/o Scott Wood  
P.O. Box 977  
Farmington UT 84025



\*W2182199\*

EH 2182199 PG 1 OF 28  
DOUG CROFTS, WEBER COUNTY RECORDER  
25-MAY-06 1158 AM FEE \$216.00 DEP SGC  
REC FOR: CAUSEY EST LOT OWNERS ASSOC

CAUSEY ESTATES LOT OWNERS ASSOCIATION

DOCUMENTS INCLUDED

*(As amended and approved at special meeting of Lot Owners held June 15, 1998)*

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 OF  
 CAUSEY ESTATES LOT OWNERS ASSOCIATION  
 (A Non-Profit Corporation)

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ARTICLES OF INCORPORATION  
OF  
CAUSEY ESTATES LOT OWNERS ASSOCIATION  
(A Non-Profit Corporation)

ARTICLE I  
CORPORATE NAME

The name of the corporation is CAUSEY ESTATES LOT OWNERS ASSOCIATION.

ARTICLE II  
PERIOD OF EXISTENCE

This corporation shall have perpetual existence unless dissolved according to law.

ARTICLE III  
PURPOSES

The purposes for which said non-profit corporation is organized are:

1. To own, manage and control the common areas of Causey Estates subdivision and to do so for the use and benefit of the owners of lots within the subdivision. To place reasonable limitations on the number of persons privileged to use said common areas for hunting and other purposes.
2. To provide for the adequate maintenance of private bridges, gates and roadways within and leading to Causey Estates subdivision.
3. To own, manage and control culinary water facilities and the distribution of water to owners of subdivided lots within the subdivision.
4. To negotiate for, promote, manage and control recreational facilities and opportunities for the use and benefit of such lot owners.
5. To make assessments for the maintenance of roadways, gates, water service, real and personal property taxes, insurance and other reasonable expenses incurred in the operation of the corporation.
6. To acquire property, wherever situated, both real and personal, through purchase or exchange.
7. To obtain through negotiation and agreement access to property in the area of Causey Estates Subdivision for the recreational use of the members of the corporation, and to grant grazing rights and other rights (not inconsistent with the enjoyment and use by its members) over property owned by it in exchange for the use by its members of other and adjoining property for the recreational pursuits of its members.

8. The foregoing objects and powers are in addition to any other and further powers authorized by the Utah Non-Profit Corporation Act.

9. The corporation shall have the power to take such reasonable measures as may preserve the natural state of the common areas under its jurisdiction and control and to reduce the hazards of fire and other deterioration thereto. It shall adopt and enforce reasonable rules and regulations covering the use of common areas and other property and facilities under its jurisdiction.

ARTICLE IV  
MEMBERSHIP

Membership in said corporation shall consist of the owners of lots in Causey Estates subdivision. One voting membership shall be issued for each lot within said subdivision regardless of the number of persons or parties having a legal or equitable ownership interest in a specific lot. Memberships in said corporation shall be appurtenant to the lots to which they are issued and shall be transferred as the legal or equitable ownership to lots is transferred.

ARTICLE V  
BOARD OF TRUSTEES AND OFFICERS

The governing board of said corporation shall be a Board of Trustees, whose number, nomination, election, term of office and duties are set forth in the Bylaws of Causey Estates. The governing board of said corporation shall include representation from each originally platted subdivision within Causey Estates subdivision, but each trustee shall be elected in the manner provided for in the Bylaws, Article V, Section 2, if there be a quorum present, at any annual meeting or at a special membership meeting held for such purpose. The definition of a quorum and voting requirements are more fully set forth in the Bylaws, Article III. The governing board of the corporation may be expanded from time to time by resolution of the Board of Trustees or by changes in by-laws.

ARTICLE VI  
ASSESSMENTS

Assessments shall be levied by the corporation upon each lot for corporate purposes, as is set forth in the Covenants and more fully in the Bylaws. In the event any such assessment is not paid, the same shall become a lien upon the real property of such lot owners in Causey Estates subdivision. The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing of a residence or other improvement thereon shall be superior to any such lien as provided for herein.

ARTICLE VII  
MEETINGS OF MEMBERS

The corporation shall hold an annual meeting of the members as set forth in the Bylaws, unless changed by a resolution of the Board of Trustees. Special membership meetings may be held at such time and place as the governing board shall determine. Special meetings of members shall be called by the governing board to consider corporation matters upon the written request of at least fifteen (15%) percent of the total of the members entitled to vote in said corporation.

**ARTICLE VIII  
AMENDMENTS TO THE ARTICLES OF INCORPORATION**

The corporation may amend or repeal any provisions contained in these Articles of Incorporation, or any amendments thereto, at an annual or special meeting of the members, by a vote of two-thirds of members present who are entitled to vote in Causey Estates, there being a quorum present.

**ARTICLE IX  
INITIAL GOVERNING BOARD**

The initial governing board consisted of:

Roy I. Austin	2968 West 6000 South Roy, Utah
Merrill W. Beck	1414 Millbrook Way Bountiful, Utah
Robert Jacob	2716 Pierce Avenue Ogden, Utah

**ARTICLE X  
PRINCIPAL OFFICE**

The principal office of the corporation shall be in Weber County, State of Utah with a Post Office Box (number and location to be determined.)

**ARTICLE XI  
INCORPORATORS**

The name and address of each incorporator was as follows:

Ben E. Rawlings	1300 Walker Bank Bldg. Salt Lake City, Utah
Merrill W. Beck	1414 Millbrook Way Bountiful, Utah
Harold W. Belliston	1349 Zenith Avenue Salt Lake City, Utah

IN WITNESS WHEREOF, Causey Estates Lot Owners Association (a non-profit corporation), has caused these Articles to be signed in its name by its Chairman, and its corporate seal affixed, attested to by its Secretary the 10 day of Sept. 1998.

CAUSEY ESTATES LOT OWNERS ASSOCIATION

(Corporate Seal)

By Michael B. Loyne  
Chairman

ATTEST:

Deanna A. Ashburn  
Secretary

STATE OF UTAH )  
COUNTY OF WEBER)

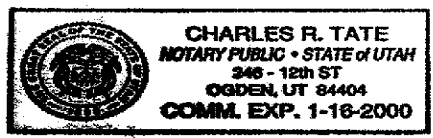
On the 10 day of Sept., A. D., 1998, personally appeared before me Michael B. Loyne Sherman & Associates, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of Causey Estates Lot Owners Association, (a non-profit corporation), and that said instrument was signed in behalf of said corporation by authority of its Bylaws, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

My Commission Expires: 1-16-2000

Charles R. Tate  
NOTARY PUBLIC

Residing at: Ogden Ut.

END OF ARTICLES



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BYLAWS OF CAUSEY ESTATES LOT OWNERS ASSOCIATION

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**BYLAWS**  
**OF**  
**CAUSEY ESTATES LOT OWNERS ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is CAUSEY ESTATES LOT OWNERS ASSOCIATION (a non-profit corporation), hereinafter referred to as "Causey Estates". The principal office is located in Weber County, State of Utah.

**ARTICLE II**  
**DEFINITIONS**

**Section 1.** "Causey Estates" shall mean and refer to CAUSEY ESTATES LOT OWNERS ASSOCIATION, its successors and assigns.

**Section 2.** "Subdivision" shall mean and refer to all real estate in Causey Estates Subdivisions No. 1, No. 2, and No. 3, and their appurtenant common areas, as per plats thereof recorded in the office of the Weber County Recorder, State of Utah, and such additions thereto as may hereafter be brought within the jurisdiction of Causey Estates.

**Section 3.** "Common Area" shall mean all real property owned by Causey Estates for the common use and enjoyment of owners.

**Section 4.** "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of Causey Estates, the said numbered plots being separate from the common area.

**Section 5.** "Owner" shall mean and refer to each person or entity having a legal or equitable ownership in any lot, which is a part of the subdivision, excluding contract sellers and those having such interest merely as security for the performance of an obligation.

**Section 6.** "Covenants" shall mean and refer to the Protective Covenants applicable to Causey Estates recorded in the office of the Weber County Recorder.

**Section 7.** "Member" shall mean and refer to those persons entitled to membership as provided in the Covenants and the Articles of Incorporation.

**Section 8.** "Member entitled to vote" shall mean and refer to that lot owner, designated by the owners of a particular lot, to cast the vote for that lot, providing such designated owner is recorded as such in the records maintained by Causey Estates.

**Section 9.** "Assessments" shall mean and refer to any assessments, dues, fines, third-party liability recovery, charges for property damage, or other charges levied or charged by Causey Estates.

**ARTICLE III**  
**MEETINGS OF MEMBERS**

**Section 1. Annual Meetings.** An annual meeting of the Members shall be held on the second Wednesday of April each year, at the hour of 6:30 o'clock, P. M., at a location in Weber County, State of Utah, unless changed by resolution of the Board of Trustees.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the Chairman or by the Board of Trustees, or upon written request of at least fifteen percent (15%) of all members entitled to vote in Causey Estates, to be held at such time and place as the Board shall determine.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage paid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of Causey Estates, or supplied by such



Member to Causey Estates for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Voting--Quorum--in Person or by Proxy.** At any meeting of the Members of Causey Estates a majority of all members entitled to vote shall constitute a quorum. When a quorum is present in person or represented by proxy at the meeting, the vote of a majority of members entitled to vote, shall decide any question brought before such meeting, unless the question is one upon which, by expressed provision of the Statutes of the State of Utah, or of the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such expressed provision shall govern and control the decision of such question. All votes may be cast by the Members either in person or by proxy, which proxies shall be in writing and filed with the Secretary. Every member entitled to vote retains the right to revoke such proxy and if present to vote in person. In the absence of a quorum, the Chairman of the meeting may adjourn or postpone the meeting without notice other than by announcement at the meeting, until the necessary number of members to constitute a quorum shall be in attendance. Any meeting which was previously adjourned for failure to constitute a quorum, that is reconvened when a quorum is present, may transact any business which might have been transacted at the meeting as originally notified.

#### ARTICLE IV

##### BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

**Section 1. Number.** The governing board of Causey Estates shall be a Board of Trustees, numbering five (5), seven (7), or nine (9), as fixed by the Board of Trustees, all of whom must be members, entitled to vote, of Causey Estates Lot Owners Association. One of the trustees shall be designated as chairman, another Vice-Chairman and another Secretary and Treasurer. The Board of Trustees currently serving shall serve until a membership meeting of Causey Estates has been called for the election of new trustees.

**Section 2. Term of Office.** Trustees elected by the membership of Causey Estates shall serve for terms of three (3) years and thereafter until their successors have been duly elected and qualified. When additional trustees are added to the Board their initial term may be for less than three (3) years in order to maintain as nearly as possible the expiration of the terms of one-third (1/3) of the total number of trustees each year.

**Section 3. Removal.** Any trustee may be removed from the Board, with or without cause, by a majority vote of the Causey Estates Members entitled to vote, in attendance at a membership meeting, there being a quorum present. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No trustee shall receive compensation for any service he may render in his official duty to Causey Estates. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties, if authorized by the Board of Trustees and the expenditures are covered by an approved annual budget.

**Section 5. Action Taken Without a Meeting.** The trustees shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

## ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES:

**Section 1. Nomination.** A Nominating Committee shall make nomination for election to the Board of Trustees. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of any three or more persons, all or any number of which may also be trustees. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of Causey Estates Lot Owners Association, one of which should be a past chairman of the Board of Trustees. (Reference specific requirements stated in Articles of Incorporation, Art. V, 2<sup>nd</sup> paragraph) 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.

**Section 2. Election.** Election to the Board of Trustees shall be by secret written ballot. At such election, a quorum being present, the Members entitled to vote or their proxies may cast the one vote to which they are entitled under the provisions of the Articles of Incorporation, Article IV, in favor of each of the number of trustees to be elected. Nominees receiving the highest number of votes shall be elected.

ARTICLE VI  
MEETINGS OF TRUSTEES

**Section 1. Regular Meetings.** An annual meeting of the Trustees shall be held as soon as possible following the adjournment of the annual meeting of Causey Estates, at a place and time determined by the Board of Trustees. The purpose of this meeting being to elect officers, appoint members to standing committees, and to take care of any other organizational matters. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the Board of Trustees may from time to time, by resolution, provide.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees shall be held whenever called by the Chairman, the Vice-Chairman, or by a majority of the board. By unanimous consent of the Board of Trustees, special meetings of the board may be held, without call or notice, at any time or place, which they shall determine.

**Section 3. Quorum.** A majority of the trustees shall constitute a quorum for the transaction of business.

**Section 4. Voting/Action.** Every act or decision done or made by a majority of the trustees present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

**Section 1. Powers.** The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Nevertheless, these powers are not intended to circumscribe Article XIII of the Bylaws.

(b) suspend the right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by Causey Estates. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for Causey Estates all powers, duties and authority vested in or delegated to Causey Estates and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Covenants;

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

(e) employ an office manager/executive secretary, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete written record of all its acts and corporate affairs and to present a report thereof to the Members at the annual meeting of the Members, or at any special meeting when such report is requested in writing by at least fifteen percent (15%) of all Causey Estates members entitled to vote.

(b) supervise all officers, agents and employees of Causey Estates, and to see that their duties are properly performed;

(c) fix and announce at the annual meeting of members the amount of the annual assessment against each lot for the current year, which amount should cover the budget year running from April 10th of current year until April 10th of the following year;

(d) send written notice of each assessment to every owner subject thereto by August 15th; the due date being October 31st of each year;

(e) initiate foreclosure proceedings against the owner of any property for which assessments are not paid by January 15th of the second year following the year of the due date, after notice, as provided by law, has been given.

(f) issue, or to cause an appropriate officer to issue, upon demand by any member or prospective buyer, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) procure and maintain adequate liability and hazard insurance on property owned by Causey Estates;

(h) cause all officers and employees having fiscal responsibility to be bonded, and to the extent available provide and maintain officer and trustee liability protection, as it may deem appropriate;

(i) cause the Common Areas and facilities to be maintained.

(j) see to it that a copy of the Articles, Bylaws and Covenants are provided to a new owner (s) of a lot in Causey Estates upon receiving notification of conveyance or sale of any lot in Causey Estates. (See Covenants, Section E 2)

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of Causey Estates shall be a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, who shall at all times be members of the Board of Trustees, and such other officers as the Board of Trustees may from time to time by resolution create.

**Section 2. 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.

**Section 3. Term.** The officers of Causey Estates shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of Causey Estates 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.

**Section 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 by giving written notice to the Board, the Chairman or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties of Officers.** The duties of the officers are as follows:

**CHAIRMAN**

(a) The Chairman shall preside at all meetings of the Board of Trustees; shall see 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.

**VICE-CHAIRMAN**

(b) The Vice-Chairman shall act in the place and stead of the Chairman in the event of his absence or ability/refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**SECRETARY**

(c) The Secretary shall record the votes and keep, or cause to be kept, the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of Causey Estates 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 and the Members entitled to vote in Causey Estates together with their addresses, and shall perform such other duties as required by the Board.

**TREASURER**

(d) The treasurer shall be responsible for the receiving and depositing in appropriate bank accounts all monies of Causey Estates and the disbursing of such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of Causey Estates; keep, or cause to be kept, proper books of account; shall cause any Federal or State tax returns to be prepared and filed on time; cause an annual audit of Causey Estates books to be made by or under the direction of the Board of Trustees at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX  
COMMITTEES**

The Board of Trustees shall appoint an Environmental Control Committee as provided for and whose membership and responsibilities are set forth in the Covenants, and a Nominating Committee, as provided for in these Bylaws. In addition the Board of Directors shall appoint Members to the following standing committees, designate the scope of their responsibilities and call for periodic reports of their accomplishments:

- (a) Auditing Committee
- (b) Fire Control Committee
- (c) Roads Committee
- (d) Security, Safety, Hunting and Wildlife Committee
- (e) Water Development and Use Committee
- (f) Law, Legislation & Taxation Committee

**ARTICLE X**  
**BOOKS AND RECORDS**

The books, computer files, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member of Causey Estates who is entitled to vote. The Covenants, the Articles of Incorporation and the Bylaws of Causey Estates shall be available for inspection by any Member at the principal office of Causey Estates, where copies may be purchased at reasonable cost. (Also, see Covenants, Section E (2) and Bylaws Article VII, Section 1(j)).

**ARTICLE XI**  
**ASSESSMENTS**

As provided for in the Covenants and the Articles of Incorporation (Article II, Section 9), annual and special assessments, and other appropriate charges, as provided in these Bylaws, may be levied against each lot, and lot Owner will pay to Causey Estates any such levied amounts. Such assessments are secured by a continuing lien upon the lot of said owner or owners until paid. Any assessments, which are not paid when due, October 31st, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, or such other rate as the Board may from time to time determine and if unpaid at January 15th of the second year following, Causey Estates may bring an action of law against the Owner or Owners personally obligated to pay the same, or foreclose the lien against the lot, or both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner or owners of said lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their lot.

**ARTICLE XII**  
**LIABILITY OF TRUSTEES AND OFFICERS**

To the fullest extent permitted by law, no Trustee or Officer of Causey Estates shall be personally liable to Causey Estates or its Members for damages for breach of any duty owed to Causey Estates or its Members.

**ARTICLE XIII**  
**AMENDMENTS**

Section 1. These Bylaws may be amended at an annual or special meeting of the Members, by a majority vote of Members entitled to vote in Causey Estates, there being a quorum present in person or by proxy.

ARTICLE XIV  
CONFLICTING PROVISIONS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

ARTICLE XV  
MISCELLANEOUS

The fiscal year of Causey Estates shall begin on the first day of January and end on the 31st day of December of every year.

ARTICLE XVI  
ADDENDUM--LIST OF APPROVED CHARGES ATTACHED AS "SCHEDULE A".

This list will be updated and added to after and, as a consequence of, resolutions passed by the Board of Trustees, which change the amount of a particular charge or add additional violations subject to charges.

IN WITNESS WHEREOF, Causey Estates Lot Owners Association (a non-profit corporation), has caused these Bylaws to be signed in its name by its Chairman, and its corporate seal affixed, attested to by its Secretary the 10 day of Sept. 1998.

CAUSEY ESTATES LOT OWNERS ASSOCIATION

(Corporate Seal)

By Michael B. Loyne  
Chairman

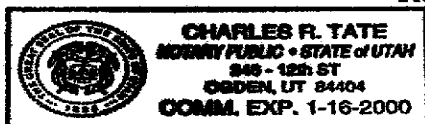
ATTEST:

Sherran A. Hoskin  
Secretary

STATE OF UTAH )  
COUNTY OF WEBER)

On the 10 day of Sept., A. D., 1998, personally appeared before me Michael B. Loyne Sherran A. Hoskin who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of Causey Estates Lot Owners Association, (a non-profit corporation), and that said instrument was signed in behalf of said corporation by authority of its Bylaws, an said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

My Commission Expires: 1-16-2000 NOTARY PUBLIC Charles R. Tate  
Residing at: Ogden, Ut.



SCHEDULE A  
 ADDENDUM--LIST OF CHARGES APPROVED  
 BY BOARD OF TRUSTEES

<u>VIOLATION:</u>	<u>AMOUNT</u>	<u>DATE OF</u>
	<u>OF CHARGE</u>	<u>APPROVAL</u>
FEE FOR WATER CONNECTION TO MAIN LINE	\$ 300.00	
TEMPORARY STRUCTURES NOT REMOVED AS REQUIRED	200.00	_____
TENT LEFT ERECTED LONGER THAN AUTHORIZED	50.00	_____
BUILDING APPLICATION FILING FEE	30.00	_____
VEHICLE—SPEEDING		_____
GATE DAMAGE		_____
DAMAGE CAUSED BY IMPROPER USE OF VEHICLE		_____
DAMAGE CAUSED BY IMPROPER CULVERT INSTALLATION		_____
DAMAGE CAUSED BY IMPROPER WATER CONNECTION	500.00	_____
HUNTING VIOLATION FINE		_____
FINE FOR EXCESSIVE OR IMPROPER WATER USAGE	500.00	_____
FINE FOR LACK OF VEHICLE REGISTRATION (CAUSEY DECAL)		_____
FINE FOR LEAVING GATE UNLOCKED--UNATTENDED		_____
FINE FOR IMPROPER DISCHARGE OF FIREARMS		_____
DAMAGE TO LEASED LAND		_____
HOURLY RATE FOR INVESTIGATIONS/RESOLUTIONS		_____

ANY VIOLATION OF THE COVENANTS, ARTICLES OF INCORPORATION, BYLAWS OR RESOLUTIONS OF BOARD OF TRUSTEES, IF NOT CORRECTED BY MEMBER, MAY BE CORRECTED BY CAUSEY ESTATES AND THE COST AND FINES ASSOCIATED WITH THE VIOLATION, AS DETERMINED BY THE BOARD OF TRUSTEES, SHALL BE CHARGED TO THE MEMBER, AS PROVIDED FOR BY BYLAW, ARTICLE XI.

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PROTECTIVE COVENANTS OF CAUSEY ESTATES  
INCLUSIVE OF ALL SUBDIVISIONS PREVIOUSLY KNOWN AS SUBDIVISION NO. 1,  
SUBDIVISION NO.2, AND SUBDIVISION NO. 3, COUNTY OF WEBER, STATE OF UTAH

This Declaration made this 10 day of, Sept. 1998, by Causey Estates Lot Owners Association, (hereinafter referred to as Causey Estates) a non-profit corporation, having its principal place of business in Weber County, State of Utah, herein called declarant.

WHEREAS, the former declarant, BASIN LAND DEVELOPMENT, a Utah Corporation, has completed sale of all real estate in Causey Estates and conveyed without cost to the Causey Estates Lot Owners Association ownership and control of the three subdivisions and appurtenant common areas, hereinafter referred to as "subdivision", and

WHEREAS, Causey Estates desires to subject the same to certain protective covenants, conditions and restrictions (hereinafter referred to as "covenants") between it and the acquirers and/or users of the lots in said subdivision; and

WHEREAS, Causey Estates Lot Owners Association, has been organized and qualified under the laws of the State of Utah for the purpose of controlling and regulating the affairs of said subdivision and its common areas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Causey Estates hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said subdivision, that:

This declaration is designed for the mutual benefit of the lots in said subdivision and declarant has fixed and does hereby fix the covenants upon and subject to which all lots, common areas, parcels and portions of such subdivision shall be held, leased or sold and/or conveyed, each and all of which is and are for the mutual benefit of the lots in said subdivision and of each owner thereof, and shall run with the land and shall inure to and pass with said subdivision and each and every lot and parcel of land therein, and shall apply to and bind the respective successors in interests thereof, and are and each thereof is imposed upon the lots as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID COVENANTS ARE AS FOLLOWS:

**A. COMMON AREAS.**

1. Within the subdivision are areas designated as "common areas". Such areas are restricted in their use by Weber County, State of Utah, and Causey Estates Lot Owners Association to remain essentially in an open, undeveloped condition. Subject to the restrictions of Weber county for such common areas and with the consent of and under the direction of the association, reasonable portions of said common areas may be utilized for such common purposes as horse stables, corrals, bridle paths, hiking trails, water facilities, snowmobile trails, ski areas, hunting and other similar type recreational facilities and activities, however, they may not be *further* developed for use by all-terrain vehicles. Causey Estates shall have the right to make and enforce rules governing the use of common areas. Declarant, its successors and assigns, over and under common areas and subdivision roads, have reserved an easement for water lines and other utilities.

2. All common areas within the subdivision are private, and neither the former declarant's recording of the plat nor any other act of former declarant with respect to the plat shall be construed as a dedication to the public, but rather all such common areas shall be for the use and enjoyment of members of Causey Estates and the guests of such members, subject to the restrictions Weber county placed upon the use of said common areas and the rules and regulations of Causey Estates.
  
3. No lot owner shall have the right to partition or lay claim to any part or parcel of said common areas; that the right to the use of said common areas shall be by reason of membership in Causey Estates. Such memberships are and shall remain appurtenant to the lots of said subdivision and shall be transferred as ownership to lots in said subdivision is transferred. No part of said common areas shall be sold or set apart to satisfy the debts or obligations of any of the members of Causey Estates. The foregoing shall not be construed as limiting the right of Causey Estates to grant utility easements on, over or under said areas nor to grant grazing rights in exchange for the right of its members to use other property for hunting and recreational pursuits, nor shall the foregoing limit or restrict the right of Causey Estates to use property within said common areas for the construction and maintenance of utilities so constructed and maintained for the use and benefit of lot owners within said subdivision. The common areas shall not be subject to any lien for Causey Estates indebtedness, except those enforced by law, unless approved by three-fourths of the outstanding voting members in a special meeting called for that purpose.
  
4. Causey Estates Lot Owners Association
  - (a) Every person acquiring ownership to any lot in the subdivision becomes a member of Causey Estates, and with such ownership in the subdivision and membership in Causey Estates they become subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments as provided in the Articles of Incorporation of Causey Estates Lot Owners Association and the Bylaws of Causey Estates Lot Owners Association. One voting membership shall be issued for each lot within said subdivision regardless of the number of persons or parties having a legal or equitable ownership interest in a specific lot. Memberships in Causey Estates shall be appurtenant to the lots to which they are issued and shall be transferred as the legal or equitable ownership to lots is transferred.
  
  - (b) Causey Estates shall be responsible for the maintenance of and the establishment and enforcement of rules and regulations concerning the operation and use of all common areas to which it may become the owner within the subdivision, It may place reasonable limitations on the number of persons privileged to use said common areas for hunting and other purposes on account of lot owner membership. Any such limitation shall be applied uniformly. It may also provide for the control and maintenance of gates and platted roadways within the subdivision not dedicated to general public use. It may provide culinary water, garbage collection, fire and police protection for the residents of the subdivision.(c) Causey Estates shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including but not limited to, the power to assess and collect on every lot uniform charges as determined by the Board of Trustees for the purposes set forth in the Articles of Incorporation.

Every person who shall become the legal or equitable owner of any lot in the subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay Causey Estates all charges that Causey Estates may make in accordance with these covenants, its Articles of Incorporation, by-laws, and resolutions of the Board of Trustees. If such payment is not made when due, it shall bear interest from the date due until paid at the rate set by Causey Estates Lot Owner's Association and recorded in the Bylaws of Causey Estates. Causey Estates may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and which lien shall encumber the lot or lots of a delinquent owner and may be foreclosed in accordance with the laws of the State of Utah.

- (d) Any funds accumulated as a result of the charges levied by Causey Estates shall be used exclusively for purposes of promoting the recreation, health, safety and welfare of the members of Causey Estates and in particular to provide maintenance of roadways, gates, water services and administering the common areas.
- (e) The Articles of Incorporation of Causey Estates as amended Sept. 10, 1998 and filed in the office of the Secretary of State of the State of Utah are maintained as a separate document but are attached to and become a part of this set of documents.

## **B. SUBDIVISION LOTS.**

### **1. SINGLE FAMILY RESIDENTIAL LOTS.**

a. All the lots within the subdivision are herein designated as single family residential lots, and may not be re-subdivided into smaller lots. A single dwelling residential lot may have one single residential dwelling, one storage shed, and one carport or one detached garage. Neither the lot nor the building thereon may be used in any way for commercial purposes. Renting the premises for the approved purpose will not be construed as being a commercial purpose. Riding horses, not exceeding four in number, may be temporarily kept on a residential lot. If common facilities for the keeping of horses, within or adjacent to the common areas, be at any time developed by Causey Estates, the keeping, stabling, corralling or pasturing of same upon a residential lot may thereafter be curtailed pursuant to notice by the Environmental Control Committee to the lot owners.

### **2. SET BACK REQUIREMENTS.**

- a. Dwelling set backs shall be not less than 30 feet from the front property line and not less than 15 feet from side and rear property lot lines.
- b. No enclosures for maintaining horses shall be constructed closer than 30 feet from the front property line and 15 feet from the side property lot line and in no case shall a structure be constructed within 75 feet of an existing residence upon an adjacent lot. First issued building permits (good for one year) shall prevail in situations where structures are planned but not yet constructed on adjacent lots.

- c. Other non-habitable structures such as a shed, detached garage or carport shall not be constructed closer than 30 feet from the front property lot line nor closer than 15 feet from the side property lot lines.

**C. GENERAL REQUIREMENTS.** The following general requirements shall govern as to the construction and other activities conducted on any lot within Causey Estates.

**1. PERMANENT DWELLING**

- a. No permanent dwelling having a total living area of less than 800 square feet of floor space; exclusive of open porches, attached garages if any, shall be erected, permitted or maintained on any of said lots. A permanent dwelling with less than the said specified square feet of floor living area may be allowed only upon written approval of the Environmental Control Committee.
- b. **Foundation.** All permanent dwellings shall be constructed on a permanent foundation or piers.
- c. **Framing.** All permanent dwellings shall be of a wood frame structure. The exterior of the permanent dwelling shall be limited to the following finishes: wood log; full brick veneer; masonry rock veneer; steel, vinyl or aluminum siding (must be a Weber County approved listed siding material) or wood siding. The Environmental Control Committee shall have the express power to limit the amount of outside exposed masonry and/or metal on any permanent dwelling or on any other structure intended to be constructed on any lot. No shoddy workmanship or patchwork of any materials shall be allowed. If window or door shutters are used for the winter months, they should conform aesthetically with the rest of the structure.
- d. **Roofs.** The recommended roofing material for a permanent dwelling and detached garage is a painted metal roof. A metal roof with an exposed galvanized finish shall *not* be acceptable. The following roofing materials shall also be allowed: asphalt shingles, cedar shingles or cedar shakes. All other roofing materials must be approved by the Environmental Control Committee.
- e. **Colors.** All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. **Plumbing.** No permanent detached garage shall have plumbing of any kind except one service sink.

**2. ATTACHED PERMANENT CARPORT**

- a. **Size.** No attached permanent carport shall have more than one story. No attached permanent carport; having less than 150 square feet of floor space and no more than 576 square feet of floor space; shall be erected, permitted or maintained on any of the lots. An attached permanent carport with less than, or more than, the said specified square footage of floor space may be allowed only upon written approval of the Environmental Control Committee.
- b. **Foundation.** Any attached permanent carport shall be constructed on a permanent foundation or slab.
- c. **Framing.** Three sides of the attached permanent carport must remain open, with the fourth side attached to the permanent dwelling. Any attached permanent carport shall

be a wood frame structure. No shoddy workmanship or patchwork of any materials shall be allowed.

- d. **Roofs.** The recommended roofing material for a attached permanent carport is a painted metal roof. A metal roof with an exposed galvanized finish shall *not* be acceptable. The following roofing materials shall also be allowed: asphalt shingles, cedar shingles or cedar shakes. All other roofing materials must be approved by the Environmental Control Committee.
- e. **Colors.** All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. **Plumbing.** No attached permanent carport shall have plumbing of any kind.
- g. **Enclosing A Permanent Attached Carport.** If the other three sides of the attached permanent carport are closed in, then the structure must conform to the requirements of a permanent detached garage and/or permanent dwelling.

### 3. PERMANENT SHED.

- a. **Size.** No permanent shed shall have more than one story. No permanent shed, having less than 50 square feet of floor space and no more than 180 square feet of floor space, shall be erected, permitted or maintained on any of the lots. A permanent shed with less than or more than, the said specified square footage of floor space may be allowed only upon written approval of the Environmental Control Committee.
- b. **Foundation.** Any permanent shed shall be constructed on a permanent foundation, slab or railroad tie skid. Any permanent shed must be securely fastened to the ground.
- c. **Framing.** Any permanent shed shall be a wood frame structure. The exterior of the permanent shed shall be limited to the following finishes: wood log; full brick veneer; masonry rock veneer; steel, vinyl or aluminum siding (must be a Weber Country approved listed siding material) or wood siding. The Environmental Control Committee shall have the express power to limit the amount of outside exposed masonry and/or metal on any permanent structure, or on any other structure, intended to be constructed on any lot. No shoddy workmanship or patchwork of any materials shall be allowed. If window or door shutters are used for the winter months, they should conform aesthetically with the rest of the structure.
- d. **Roofs.** The recommended roofing material for a permanent shed is a painted metal roof. A metal roof with an exposed galvanized finish shall *not* be acceptable. The following roofing materials shall also be allowed: asphalt shingles, cedar shingles or cedar shakes. All other roofing materials must be approved by the Environmental Control Committee.
- e. **Colors.** All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. **Plumbing.** No permanent shed shall have plumbing of any kind.

**4. OUT HOUSES.** No privy shall be erected, maintained or used upon any part of said real property. A temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet; that shall be erected, maintained or used therein; shall be enclosed and located within a building therein permitted to be erected on said lots and shall be properly connected with an underground septic tank, in accordance with the standards required by the Utah State Division of Health, and so constructed and operated that no offensive odor

shall arise or otherwise escape therefrom and that none of the effluent from septic tanks shall be permitted to be discharged beyond the limits of the lot on which it is installed.

**5. CULINARY WATER USE.** Each lot in the subdivision, unless otherwise approved by the Utah State Division of Health, shall not have installed more than two outside hose bibs.

- a. Each lot owner will be responsible to control the outside and inside use of water on his or her lot. Any lot found abusing or over-using water, determined by the Water committee (see Bylaws), will have a water restriction valve of one gallon per minute installed in their main water supply line to their lot. Cost of installation and removal will be paid by lot owner.
- b. Any excavation in the Subdivision roadway is to be authorized by Water or Road Committee Chairman.
- c. All lots with a potential of water pressure of over sixty pounds or greater must install a pressure regulator valve in their main supply line.
- d. Lot owners will be responsible to insure that their lot has an operational shut-off valve (3/4" stop-and-waste) installed in their main supply line within fifteen feet of the road in the front portion of their lot.
- e. Water Committee will have the right to establish and post water use restrictions for lot owners.

**6. TEMPORARY STRUCTURES.**

- a. Temporary structures shall mean the following: RV trailers, RV motor homes, tents or temporary sheds. No mobile homes of any kind shall be allowed.
- b. No permanent footings or foundations of any kind shall be allowed.
- c. No covers shall be allowed over any temporary structure. No fixed permanent additions or extensions of a RV trailer, RV motor home, tent or temporary shed shall be allowed (added rooms, lean-to, roofs, etc).
- d. All temporary structures shall be removed from all Subdivision lots, with the exception of temporary sheds, before winter sets in and shall not be returned to any Causey Estates lot before the roads to that lot owner's property have dried out sufficiently to prevent damage to roads. If the temporary structures have not been removed by this time, then the Causey Estates Lot Owners Association shall remove the unit at the owner's expense. Owners of temporary structure not removed during the winter shall be fined an amount as determined by the Environmental control Committee and printed in said association's Bylaws, unless waived by said committee due to sudden severe weather conditions.
- e. At no time will there be more than three RV trailers or RV motor homes on a given lot at the same time. Special permission may be obtained through the Environmental Control Committee for larger numbers, for special occasions only, not to exceed seven days.
- f. All black water waste shall be removed by use of a porta-potty, portable waste tote or by following the conditions of item C (4) above. All waste shall be kept in a suitable holding tank until it can be removed and disposed of properly by the lot owner.
- g. Tents shall not remain erected on any lot for longer than four weeks without the approval of the Environmental Control Committee. Tents left erected longer than

this time period shall be removed and placed in storage by said committee and the lot owner shall be fined per the schedule of fines set by said committee and printed in the Bylaws of the Causey Estates Lot Owner's Association. This is to restrict tents, which are erected at the first of the summer, then are not used or maintained, and where they might be blown down and become torn, tattered and unsightly.

- h. Temporary sheds may be erected, for the purpose of storing tools and materials, during the construction phase of a new permanent dwelling. After completion of the permanent dwelling, the temporary shed must either be removed or modified to meet the standard of a permanent shed. [See C (3)]

**7. TIME FOR COMPLETION OF STRUCTURES.** Once construction of improvements has been started on any lot, the improvements must be substantially completed, i.e. all exterior work completed, in accordance with plans and specifications as approved, within two years from commencement unless approved by the Environmental Control Committee.

**8. KEEPING LIVESTOCK, POULTRY OR PETS.** Keeping of livestock, poultry or pets upon the property for commercial purposes is prohibited. No animals or livestock, except horses, herein above referred to, and usual household pets, shall be kept or maintained upon any of the lots in the Subdivision.

**9. SIGNBOARDS.** All billboards or any advertising structures of any kind are prohibited, except "For Sale" signs, without the written permission of the Environmental Control committee.

**10. JUNK VEHICLES.** No stripped-down, partially wrecked, or junk motor vehicles of any kind, or sizable parts thereof, shall be permitted to be parked or maintained on any street, common area or lot within the subdivision. (This includes snowmobiles, motorcycles, 4-wheelers, machinery, etc.) Failure to comply will mean that after a written notice has been issued to the negligent lot owner, the Causey Estates Lot Owners Association may elect to remove and dispose of the items at the lot owner's expense.

**11. VEHICLE REGISTRATION.** All lot owner motorized vehicles must properly display a current Causey Estates vehicle sticker. Failure to comply will result with action being taken against the lot owner by the Causey Estates Lot Owner's Association.

**12. FUEL STORAGE TANKS.** Every tank used for the storage of fuel, except for propane tanks, installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened by fencing or shrubbery, to the satisfaction of the Environmental Control Committee. A permit must first be obtained from the Environmental Control Committee and from the required government agencies. Any such tank shall meet with all the rules, regulation and requirements dictated by the State of Utah or Weber County.

**13. GARBAGE AND REFUSE DISPOSAL.** No lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be installed either underground, screened or placed and kept so as to not be visible from any street or adjacent lot, except during times of refuse collections.

**14. MAINTAINING NATURAL DRAINAGE.** No construction, diversion, or confining of the existing channels, through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties.

**15. OFFENSIVE ACTIVITY.** No obnoxious or offensive activities shall be carried on upon any lot herein-before described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of other lots within the Subdivision.

**16. REMOVAL OF SOIL AND SHRUBBERY.** No soil, rocks, trees or other shrubbery shall be removed from or placed upon any common area without first obtaining the written consent of the Environmental Control Committee

**17. CHANGES IN GROUND LEVEL.** No change in ground level may be made on any lot in excess of one foot from existing grades without the written approval of the Environmental Control Committee obtained prior to the commencement of work. A copy of the property report must be included with any such request. Any pre-reserved restrictions noted in the property report must be adhered to.

**18. RESERVATIONS, EASEMENTS AND RIGHT-OF-WAYS.**

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear, side and front seven feet of each lot. Within these easements, no structure, planting or other material shall be used or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area on each lot and all improvements within the easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. There is reserved to electric power, gas, water and other public utilities the right to construct, maintain, and operate along, upon and across all present and future streets, alleys, roadways and common areas in the subdivision.

(b) The Causey Estates Lot Owners Association hereby reserves a right-of-way over roadways designated within the subdivision as "private".

**19. FENCES.** No fence shall be erected or maintained upon any lot without the written approval of the Environmental Control Committee first given. Applications for such approval shall specify the type of fence to be constructed, the materials to be used, the location of the fence on the lot and such other information as the committee may require. No fence shall be approved unless constructed substantially of natural wood and unless constructed in such a way and in such a location on the lot so as to minimize any detrimental effect, which it may have on the natural mountainous setting of the subdivision.

**20. GATES.** No new gate shall be erected or maintained upon any lot without the written approval of the Environmental Control committee being first given. Applications for such approval shall specify the type of gate to be constructed, the materials to be used, the location of the gate on the lot and such other information as the committee may require. All gates shall be



constructed and maintained in such a way and in such a location on the lot so as to minimize any detrimental effect which it may have on the natural mountainous setting of Causey Estates. All existing gates must be maintained and conform to the guidelines that follow. All gates must be aesthetically pleasing to the surrounding environment and must continue to be maintained as such. All locks on all gates must have exposed padlocks, which can be removed by bolt cutters in case of fire.

21. **FIREARMS.** No firearms will be discharged from, upon or across any road within the subdivision or within 600 feet of any dwelling or any other building; or any structure in which a domestic animal is kept or fed.

22. **ROADS AND CULVERTS.** Each lot owner will be responsible to install and maintain a 10" minimum culvert at the curbside entrance to their lot.

**D. ENVIRONMENTAL CONTROL COMMITTEE.**

1. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot or common area, and the proposed location thereof on any lot or common area, the construction material, roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot or common area shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee, herein called committee, as the same is from time to time composed.
2. The committee shall be composed of three members to be appointed by the Board of Trustees. Committee members shall be subject to removal by Board of Trustees and any vacancies from time to time existing shall be filled by appointment of the Board of Trustees.
3. There shall be submitted to the committee a building application on forms approved by the Committee, together with two complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures, or improvements of any kind, shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. The committee will check plans and meet with the lot owner for a site visit and review plans. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the schemes for roofs and exteriors thereof, the trees and shrubs proposed to be removed, and proposed landscape planning. A filing fee, as recorded in the Bylaws of Causey Estates, shall accompany the submission of such application and plans to defray committee expenses. No additional fee shall be required for re-submission of plans revised in accordance with committee recommendations.
4. Opening or closing any roads, trails or driveways must be approved by the Environmental Control Committee.
5. The committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purpose hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other property or improvements in the vicinity of the subdivision.

**E. OTHER PROVISIONS.**

1. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until the first day of March, 2003, at which time said covenants and conditions shall be automatically extended for successive periods of ten years, unless by vote of the members entitled to vote in Causey Estates there being a quorum present in person or by proxy it is agreed to change said covenants in whole or in part.
2. The grantee of any lot subject to the coverage of these covenants, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Causey Estates or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and agreements herein contained and also the jurisdiction, rights and powers of Causey Estates, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Causey Estates, and to and with the grantees and subsequent owners of each of the lots within the subdivision and development to keep, observe, comply with and perform said restrictions and agreements.
3. If any paragraph, section, sentence, clause or phrase of the covenants, conditions and restrictions herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby.
4. If any owner in said Subdivision, or his heirs, successors or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing and to recover damages or other dues for such violation.
5. That a breach of any of the foregoing conditions, covenants and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof, but such conditions, covenants and/or restrictions shall be binding upon and effective against any owner legal or equitable of any lot or lots in said Subdivision whose title is acquired by foreclosure, trustee's sale or otherwise.
6. Causey Estates hereby reserves the right to alter or amend these covenants at any time at an annual or special meeting of the members, by a majority vote of members entitled to vote, there being a quorum present in person or by proxy.

IN WITNESS WHEREOF, Causey Estates Lot Owners Association (a non-profit corporation), has caused these Covenants to be signed in its name by its Chairman, and its corporate seal affixed, attested to by its Secretary the 10 day of Sept. 1998.

CAUSEY ESTATES LOT OWNERS ASSOCIATION

(Corporate Seal)

By Michael R. Rapp Chairman

ATTEST:

Dennis A. Hopkins Secretary

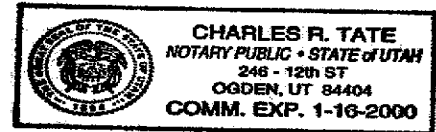
STATE OF UTAH )  
COUNTY OF WEBER)

On the 10 day of Sept., A. D., 1998, personally appeared before me Michael R. Layne Sherman A. Hosken who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of Causey Estates Lot Owners Association, (a non-profit corporation), and that said instrument was signed in behalf of said corporation by authority of its Bylaws, and said they acknowledged to me that said corporation executed the same.

My Commission Expires: 1-16-2000

Charles R. Tate  
NOTARY PUBLIC

Residing at: Ogden Ut.



**EXHIBIT A**

All of Lots 1-60, Causey Estates Subdivision No. 1, Weber County, Utah, according to the official plat thereof, on file and of record in the Office of the Weber County Recorder. Parcel No.:

23-058-0001 through 23-058-0008 ✓  
23-059-0001 through 23-059-0016 ✓  
23-060-0001 through 23-060-0008 ✓ 7  
23-061-0001 through 23-061-0012 ✓  
23-062-0001 through 23-062-0006 ✓  
23-063-0001 through 23-063-0009 ✓

All of Lots 61-114, Causey Estates Subdivision No. 2, Weber County, Utah, according to the official plat thereof, on file and of record in the Office of the Weber County Recorder. Parcel No.:

23-073-0001 through 23-073-0012 ✓  
23-074-0001 through 23-074-0009 ✓  
23-075-0001 through 23-075-0005 ✓  
23-076-0001 through 23-076-0013 ✓  
23-077-0001 through 23-077-0005 ✓  
23-078-0001 through 23-078-0010 ✓

All of Lots 115-153, Causey Estates Subdivision No. 3, Weber County, Utah, according to the official plat thereof, on file and of record in the Office of the Weber County Recorder. Parcel No.:

23-089-0001 through 23-089-0005 ✓  
23-090-0001 through 23-090-0007 ✓  
23-091-0001 through 23-091-0005 ✓  
23-092-0001 through 23-092-0004 ✓  
23-093-0001 through 23-093-0005 ✓  
23-094-0001 through 23-094-0005 ✓  
23-095-0001 through 23-095-0005 ✓  
23-096-0001 through 23-096-0003 ✓