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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

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REC'D FOR FARMINGTON CITY

**DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, CONDITIONS, AND RESTRICTIONS AFFECTING THE REAL
PROPERTY OF RICE FARMS ESTATES**

nw 30 3n-1E **PHASES 2 AND 3, A PLANNED UNIT DEVELOPMENT
FARMINGTON CITY, DAVIS COUNTY, STATE OF UTAH**

07-056-0111

THIS DECLARATION is made and executed this *20th* day of *February* 2007, by RICE FARMS ESTATES, LLC, a Utah limited liability company, hereinafter referred to as the "Declarant."

07-258-0201 draw 0213

WITNESS:

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

See Exhibit A attached

NOW THEREFORE, the Declarant hereby declares that all of the Property 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 Property and be binding on all parties having any right, title or interest in the Property 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 have the respective meanings indicated below:

Section 1.1. "Association" means RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, its successors and assigns.

Section 1.2. "Declarant" means RICE FARMS ESTATES, LLC, a Utah limited liability company, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot (as defined herein) from the Declarant for the purpose of development.

Section 1.3. "Owner" or "Member" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined herein) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.4. “Declaration” means this Declaration of Covenants, Conditions and Restrictions of Rice Farms Estates Phases 2 and 3 and all amendments hereto.

Section 1.5. “Lot” means each individual lot within the Property, as shown on the Plat (as defined below).

Section 1.6. “Property” means that certain real property described in the foregoing recital, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 1.8. “Common Areas” means all portions of the 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 Areas 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 RICE FARMS ESTATES, PHASES 2 AND 3,
A PLANNED UNIT DEVELOPMENT.

Section 1.9. “Manager” means the person or entity designated by the Association to manage the Project.

Section 1.10. “Plat” means official subdivision plat for the Project and Property, filed and recorded in the Official Records of the Davis County Recorder.

Section 1.11. “Limited Common Areas and Facilities” means those Common Areas and facilities designated on the 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 Plat are deemed Limited Common Areas.

Section 1.12. “Mortgage” means a deed of trust or a mortgage.

Section 1.13. “Mortgagee” means the beneficiary or holder under deed of trust or a mortgage.

Section 1.14. “Person” means any legal entity or a natural person.

Section 1.15. “Project” means RICE FARMS ESTATES PHASES 2 AND 3, A PLANNED UNIT DEVELOPMENT.

Section 1.16. “Wetlands” means areas designated as wetlands on the Plat. Under the U.S. Clean Water Act, the term wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

Section 1.17. “Wetlands Mitigation Site” means the tract of land located in Farmington City, Davis County, State of Utah and legally described in Exhibit B attached.

Section 1.18. “USACE” means the United States Army Corps of Engineers.

ARTICLE II GRANT AND SUBMISSION

The Declarant hereby submits the Property to the provisions of this Declaration, and to the covenants, agreements, conditions, restrictions, reservations, assessment charges and liens hereunder. The covenants, agreements, conditions, restrictions, reservations, assessment charges and liens contained in this Declaration shall run with the Property and be binding upon all Persons having any right, title, or interest in any portion of the Property. Each Lot shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to the covenants, agreements, conditions, restrictions, reservations, assessment charges and liens set forth in this Declaration.

ARTICLE III PROPERTY RIGHTS IN COMMON AREAS

Section 3.1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and Limited Common Areas and Facilities which shall be appurtenant to and 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) the right of the Association to assess separately for any upkeep, maintenance, or improvements on the Limited Common Areas and Facilities 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 Common Areas by an Owner for any period during which any assessment against the Owner’s Lot remains unpaid, and for a reasonable period determined by the Management Committee for any infraction of this Declaration or the Association’s 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 Owners. 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 in the Davis County Recorder's office.

**ARTICLE IV
COVENANTS, CONDITIONS AND RESTRICTIONS**

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

Section 4.1. Name. The Project, as submitted to the provisions of this Declaration, shall be known as RICE FARMS ESTATES PHASES 2 AND 3, A PLANNED UNIT DEVELOPMENT.

Section 4.2. Description of Lots. The Project consists of twenty-eight (28) 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.

Section 4.3. Common Areas. The Common Areas designated on the Plat consist of wetlands, 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 as Limited Common Areas and Facilities.

Section 4.4. Lots and Rights to Common Areas Inseparable. Each Lot is entitled to a one-twenty-eighth (1/28) undivided interest in the Common Areas. This undivided interest Common Area shall not be separated from the Lot to which it appertains, and even though not specifically mentioned in an instrument of transfer or conveyance, the 1/28 undivided interest shall automatically accompany the transfer and conveyance of the Lot to the individual Lot Owner.

Section 4.5. Ownership of Common Areas and Limited Common Areas and Facilities. The Association shall be the record owner of all Common Areas and Limited Common Areas and Facilities.

Section 4.6. Taxes. Each Lot and Limited Common Areas associated with the Lot shall be taxed separately by government taxing authorities, together with one-twenty-eighth (1/28) interest in and to the Common Areas, 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 the Lot and Limited Common Areas and Facilities and/or Common Areas. If a Lot Owner fails to pay the Owner's proportionate share of the taxes, the taxing authority shall be entitled to a lien on the individual Lot, and the Limited Common Areas and Facilities, and on a one-twenty-eighth (1/28) interest in and to the Common Areas.

Section 4.7. Easements. If any portion of the Common Areas or Limited 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 by the Association and its contractors and agents shall be permitted as may be necessary, desirable or convenient upon the Lots, and easements (in favor of the Association and its contractors and agents) 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 contractors, agents, and designees upon the Lots and the Common Areas 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 (in favor of the Association and its contractors, agents, and designees) 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 other than the Declarant. Each Class A Member 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 only Class B Member is the Declarant, which is 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 equal the total votes outstanding in the Class B membership; or
- (b) April 1, 2009.

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 RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION, a Utah Nonprofit Corporation. A copy of the Bylaws is attached to this Declaration as Exhibit C. An Owner of a

Lot shall automatically become a Member of the Association and shall remain a Member for the period of his or her 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 the enforcement of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and rules and regulations adopted by the Board of Directors.

ARTICLE VII LIMITATION OF USE OF LOTS AND COMMON AREAS

Section 7.1. Purposes. Every Lot within the Project shall be used only for single family residential living purposes. No Lot within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this section shall be deemed to prevent the Declarant or its duly authorized agent from using any Lot owned by the 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 Section 4.7 herein, and nothing shall be stored in the Common Areas without the prior consent of the Management Committee.

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 Project 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 or Limited 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. Trash. Except in areas designated on the Plat 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.

Section 7.8. Parking of Vehicles. No vehicle 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 boat, camper, camper shell, trailer, large truck, motor home, or similar large item 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.

Section 7.9. Wetlands. The Association shall be responsible to ensure that Owners do not interfere with, diminish, or impair the condition of any Wetlands now or hereafter located on the Project, by any act or omission. By way of examples and without limitation, on the Wetlands portion of the Project, there shall be no:

- (a) construction or installation of any building or other improvement whatsoever nor of any landscaping; or
- (b) dumping or placement of any materials.

Section 7.10. Limitation on Leasing. No Lot, or portion of a Lot, nor a building on a Lot, may be leased, unless a leave of absence prevents the Owner from occupying the Lot for a period of not less than one year. All prospective leases are subject to prior approval of the Management Committee.

- (a) General Requirements:
 - (i) The Owner shall provide to the Management Committee a written notice of the Owner's intended leave of absence and the Owner's intention to lease the Lot. Such notice must be given not fewer than 90 days before the first day of the Owner's leave of absence. Such notice shall include the reason for the leave of absence necessitating the lease of the Lot and the length of the leave of absence.
 - (ii) Not fewer than 30 days before the proposed first day of occupancy by the prospective tenant, the Owner shall provide the name, current address, telephone number, two bank credit references, and any other information requested by the Management Committee for the prospective tenant.
 - (iii) If the Owner fails to provide any of the foregoing information, such failure may be grounds for refusal to approve the lease.
- (b) Approval: If the Management Committee approves the lease, all of the following shall apply:

(i) The lease shall be subject to the provisions of this Declaration, the Association's Bylaws, applicable rules and regulations, and any other applicable provision of any contract, document, or instrument governing the Association or this Project.

(ii) The lease must provide (or shall be deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon failure by the tenant in observing any of the provisions of this Declaration or the Association's Bylaws, applicable rules and regulations, and any other applicable provision of any contract, document, or instrument governing the Association or this Project.

(iii) The lease must be for a term of at least one year, but not longer than three years (including renewals and extensions).

(iv) Regardless of whether expressed in the lease, the Owners shall be jointly and severally liable to the Association for any loss, damage, liability, or expense (including attorneys' fees and costs) incurred by the Association and resulting from (A) a violation by the Owner's tenant of any of the provisions of this Declaration or the Association's Bylaws, applicable rules and regulations, and any other applicable provision of any contract, document, or instrument governing the Association or this Project; (B) the negligent or intentional act or omission of the tenant.

(v) The lease must be documented and memorialized on a lease form approved by the Management Committee, and the Owner shall provide a copy of the fully executed lease to the Association before the tenant takes occupancy of the Lot.

(c) The Association may require a security deposit to be paid by the tenant to the Association and held by it as security for the tenant's compliance with the provisions of this Declaration, the Association's Bylaws, applicable rules and regulations, and any other applicable provision of any contract, document, or instrument governing the Association or this Project. The security deposit shall not exceed the sum of one month's rent, may be commingled with general funds of the Association, shall not accrue interest, and shall be refunded to the tenant, without interest, upon termination of the tenancy, or the Association shall give the tenant written notice of application of all or a portion of the security deposit for damage, loss, or expense, as provided herein.

Section 7.11. Pets. Cats, dogs, fish and caged birds shall be the only pets permitted on the Project. All dogs and cats shall be collared and currently licensed in accordance with local, county and state governmental regulations and SHALL BE KEPT UNDER CONTROL AT ALL TIMES. Pets shall be on a leash when out of doors. Pets left out of doors shall be maintained in a quiet condition (nuisance, barking dogs are not to be left out doors). When a pet is outdoors, THE OWNER SHALL BE RESPONSIBLE FOR CLEANING UP AFTER THE PET. A maximum of two dogs and two cats for each Lot shall be allowed. The Association has the legal right to require the removal of a pet from the Property in the event of violation of this section, or if a pet creates a nuisance.

Section 7.12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one square *foot* for identification (numbering) purposes. One sign of not more than six square feet may be used for advertising the Lot for sale or identifying the home during construction. This section shall not apply to signs used by the Developer to advertise the development and/or initial sale of any Lot.

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 Property, 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 Lot 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 (together with interest, attorneys' fees, and costs) shall remain a lien on the Lot until paid in full or otherwise released or discharged.

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 Project and for the improvement and maintenance of the Common Areas, to pay insurance costs under Article IX below, and to maintain and manage the Wetlands Mitigation Area, as required in Section 8.10 below.

Section 8.3. Maximum Annual Assessment. Until January 1 of the year following the calendar year in which the conveyance of the first Lot to an Owner other than the Declarant occurs, the maximum annual assessment shall be a dollar sum per Lot to be determined by the Declarant by September 2007.

(a) From and after January 1 of the year following the calendar year in which the conveyance of the first Lot to an Owner other than the Declarant occurs, the maximum annual assessment may be increased each year by not more than eight percent (8%) above the maximum assessment for the previous year, unless Members, by the affirmative vote of two-thirds (2/3) of each class of Members, voting in person or by proxy, approve a higher increase.

(b) Subject to the foregoing provisions, the Board of Directors may fix the annual assessment each year.

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 to thereto, provided that any such assessment shall have the approval by a two-thirds (2/3) vote 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 first Lot to an Owner other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 Directors. The Association shall, upon reasonable 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 fifteen percent (15%) 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 Lot and its appurtenant interest in Common Areas and Limited Common Areas and Facilities. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or by abandonment of his or her 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 this Declaration shall be sent as provided in the Association's Bylaws, as the same may be amended from time to time.

Section 8.10 Maintenance of Wetlands Mitigation Site.

(a) In connection with the development of the Project, the Declarant and Elite Craft Homes, LLC, a Utah limited liability company ("Elite Craft"), entered into certain agreements with the USACE regarding the Wetlands Mitigation Area, as set forth in a "Final

Wetland Mitigation and Monitoring Plan” (USACE Permit #200550482). For a period of five years (the “Initial Monitoring Period”), Elite Craft has agreed to monitor and maintain the Wetlands Mitigation Area, including the following: (i) inspecting and maintaining in good repair the wooden fence surrounding the Wetlands Mitigation Area; (ii) inspecting and maintaining in good repair the water delivery pipeline; and (iii) annual weed control, if necessary; and (iv) reseeding of plant mix in the Wetlands Mitigation Area if the initial revegetation fails to germinate.

(b) At the end of the Initial Monitoring Period, Elite Craft is required to convey title to the Wetlands Mitigation Area to the Association, whereupon the Association shall assume the responsibility for the long-term maintenance and management of the Wetlands Mitigation Area. This responsibility shall include the following: (i) inspecting and maintaining in good repair the wooden fence surrounding the Wetlands Mitigation Area; (ii) inspecting and maintaining in good repair the water delivery pipeline; and (iii) annual weed control, if necessary; and (iv) reseeding of plant mix, if necessary.

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, 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. 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 Areas.

(d) 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.

(e) Premiums upon the insurance policies purchased by the Association shall be paid by the Association and charged as common expense and assessment under Article VIII above.

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 Lot 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.

ARTICLE X ARCHITECTURAL CONTROL

No dwelling, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, 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 Directors of the Association, or by the Management Committee. The Management Committee may disapprove, approve and/or conditionally approve the drawings and specifications upon grounds deemed appropriate, including (but not limited to) aesthetic grounds.

ARTICLE XI MORTGAGE PROTECTION

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

Section 11.1. Rights. No restriction, covenant, or other provision of this Declaration will 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.

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 Planned Unit Development, which is not cured within sixty (60) days.

Section 11.4. No Priority. No provision herein is intended, nor shall it be construed, to give any 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 Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

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 of any Lot. No unsightly object(s) shall be allowed to be placed or suffer to remain anywhere upon the premises of any Lot. Trash and garbage cans shall be placed in areas not visible from the streets or neighboring property. If any Owner fails or refuses to keep his or her Lot 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 Association or Committee and against such Lot for the full amount chargeable to such Lot and such amount (together with interest thereon) shall be due and payable within thirty (30) days after the Owner is billed therefor.

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 a Lot is made subject to taxes and other assessments of any levied or assessed against the Lot in the year in which it is conveyed, and subject to all restrictions and limitations imposed by government authorities.

Section 12.5. Amendment. The covenants and restrictions of this Declaration shall run with, inure to the land and be binding on each and every Lot and Owner. This Declaration may be amended by the affirmative vote of the Owners/Members representing 75% of the Lots. The amendment shall be: (a) memorialized in a written instrument executed by an authorized officer of the Association, certifying that the amendment has been duly approved by the Owners/Members; and (b) recorded at the Davis County Recorder's office.

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 Planned Unit Development under Chapter 27 of the Farmington City Zoning Ordinance.

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.

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.

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 provision of this Declaration by any Person, 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.

Section 13.9. Exhibits. All exhibits to this Declaration shall be deemed to be incorporated into and part of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

RICE FARMS ESTATES, LLC
Declarant

By: _____
Title: _____

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2007, personally appeared before me JERRY PRESTON who being by me first duly sworn did declare that he is the Manager of RICE FARMS, LLC and that the foregoing instrument was signed on behalf of the company by authorization of the Operating Agreement and on behalf of said RICE FARMS ESTATES, LLC.

Notary Public

Exhibits to Declaration:

- A Legal Description of Property
- B Legal Description of Wetlands Mitigation Site
- C Bylaws of RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation

Exhibit A
(Attached to and forming part of
Declaration of Protective Covenants, Agreements, Conditions, and Restrictions)

LEGAL DESCRIPTION OF THE PROPERTY

Phase 2:

Beginning at a point North 0°26'10" West 1147.22 feet along the quarter section line and East 364.83 feet from the West Quarter Corner of Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian, and running;

Thence South 89°36'45" East 309.53 feet;
 Thence North 0°26'00" East 140.00 feet;
 Thence South 89°36'45" East 155.00 feet to the west line of Rice Farms Estates Phase 1-A Subdivision;
 Thence South 0°26'00" West 140.00 feet along the west line of said subdivision;
 Thence South 0°16'40" East 262.24 feet along the west line to an interior corner of said subdivision;
 Thence southwesterly 155.96 feet along the arc of a 527.50 foot radius curve to the left, (center bears South 13°44'38" East and long chord bears South 67°47'11" West 155.38 feet, with a central angle of 16°56'22") along the north line of said subdivision;
 Thence South 59°19'00" West 15.45 feet along the north line of said subdivision;
 Thence southwesterly 45.59 feet along the arc of a 250.00-foot radius curve to the right, (center bears North 30°41'00" West and long chord bears South 64°32'26" West 45.52 feet, with a central angle of 10°26'52") along the north line of said subdivision;
 Thence South 69°45'52" West 50.79 feet along the north line of said subdivision;
 Thence southwesterly 45.59 feet along the arc of a 250.00 foot radius curve to the left, (center bears South 30°41'00" East and long chord bears South 64°32'26" West 45.52 feet, with a central angle of 10°26'52") along the north line of said subdivision;
 Thence South 59°19'00" West 52.14 feet along the north line of said subdivision;
 Thence northwesterly 41.66 feet along the arc of a 25.00 foot radius curve to the right; (center bears North 59°19'00" West and long chord bears North 72°56'43" West 37.00 feet, with a central angle of 95°28'34") along the north line of said subdivision to the east line of the I-15 Frontage Road;
 Thence northwesterly 199.92 feet along the arc of a 758.51 foot radius curve to the right, (center bears South 64°47'34" East and long chord bears North 17°39'23" West 199.35 feet, with a central angle of 15°06'06") along the east line of the I-15 Frontage Road;
 Thence North 10°06'20" West 180.00 feet along the east line of the I-15 Frontage Road;
 Thence northwesterly 37.87 feet along the arc of a 5669.58 foot radius curve to the right, (center bears North 79°53'40" East and long chord bears North 9°54'51" West 37.87 feet, with a central angle of 0°22'58") along the east line of the I-15 Frontage Road to the point of beginning.

Contains 170,184 square feet, 3.907 acres, 12 units.

Phase 3:

07-056-0111

Beginning at the Northwest Corner of Country Hills of Farmington No. 1 Subdivision, said point being on the east line of the I-15 Frontage Road, North 0°26'10" West 310.96 feet along the quarter section line and East 684.06 feet from the West Quarter Corner of Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian, and running;

Thence northwesterly 52.72 feet along the arc of a 858.51 foot radius curve to the left, (center bears South 62°50'06" West and long chord bears North 28°55'27" West 52.71 feet, with a central angle of 3°31'06") along the east line of the I-15 Frontage Road;

Thence North 59°19'00" East 20.00 feet along the east line of the I-15 Frontage Road;
 Thence North 30°41'00" West 292.11 feet along the east line of the I-15 Frontage Road to the south line of 750 South Street as platted on the Rice Farms Estates Phase 1 Subdivision;
 Thence northeasterly 39.27 feet along the arc of a 25.00 foot radius curve to the right, (center bears North 59°19'00" East and long chord bears North 14°19'00" East 35.36 feet, with a central angle of 90°00'00") along the south line of 750 South Street;
 Thence North 59°19'00" East 55.49 feet along the south line of 750 South Street;
 Thence northeasterly 45.59 feet along the arc of a 250.00-foot radius curve to the left, (center bears North 30°41'00" West and long chord bears North 54°05'34" East 45.52 feet, with a central angle of 10°26'52") along the south line of 750 South Street;
 Thence North 48°52'08" East 50.79 feet along the south line of 750 South Street;
 Thence northeasterly 45.59 feet along the arc of a 250.00 foot radius curve to the right, (center bears South 41°07'52" East and long chord bears North 54°05'34" East 45.52 feet, with a central angle of 10°26'52") along the south line of 750 South Street;
 Thence North 59°19'00" East 15.45 feet along the south line of 750 South Street;
 Thence northeasterly 217.61 feet along the arc of a 472.50 foot radius curve to the right, (center bears South 30°41'00" East and long chord bears North 72°30'38" East 215.69 feet, with a central angle of 26°23'16") along the south line of 750 South Street;
 Thence southeasterly 24.55 feet along the arc of a 15.00 foot radius curve to the right, (center bears South 4°17'44" East and long chord bears South 47°24'42" East 21.90 feet, with a central angle of 93°46'05") along the south line of 750 South Street;
 Thence South 0°31'39" East 71.91 feet;
 Thence southeasterly 82.72 feet along the arc of a 327.50 foot radius curve to the left, (center bears North 89°28'21" East and long chord bears South 7°45'50" East 82.50 feet, with a central angle of 14°28'21");
 Thence South 15°00'00" East 239.33 feet,
 Thence southeasterly 70.02 feet along the arc of a 272.50 foot radius curve to the right, (center bears North 75°00'00" East and long chord bears South 7°38'20" East 69.03 feet, with a central angle of 14°43'20");
 Thence South 0°16'40" East 57.61 feet;
 Thence southerly 1.58 feet along the arc of a 87.50 foot radius curve to the right, (center bears South 89°43'20" West and long chord bears South 0°14'23" West 1.58 feet, with a central angle of 1°02'06") to the north line of Country Hills of Farmington No. 1 Subdivision;
 Thence South 89°43'20" West 329.55 feet along the north line of said subdivision to the point of beginning.

Contains 178,786 square feet, 4.104 acres, 16 Units.

Exhibit B
(Attached to and forming part of
Declaration of Protective Covenants, Agreements, Conditions, and Restrictions)

LEGAL DESCRIPTION OF WETLANDS MITIGATION SITE

AS described on Plat

Exhibit C
(Attached to and forming part of
Declaration of Protective Covenants, Agreements, Conditions, and Restrictions)

**BYLAWS OF
RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION, a Utah
nonprofit corporation**

BYLAWS
OF
RICE FARMS ESTATES PHASES 2 AND 3
HOMEOWNERS ASSOCIATION
A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Directors of RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION (the "Association") hereby adopts the following Bylaws of the Association. These Bylaws serve to govern the powers, duties and actions of the Association, and all terms, definitions and provisions are subject to and governed by the Declaration of Covenants, Conditions and Restrictions of the Association (the "Declaration").

ARTICLE I

NAME AND OFFICE

1.1 Name. The name of the Association is RICE FARMS ESTATES PHASES 2 AND 3 HOMEOWNERS ASSOCIATION.

1.2 Offices. The initial office of the Association will be at 40 North 100 East, Farmington, Utah 84025.

1.3 Use of Terms. Except as otherwise provided herein, all capitalized terms which are defined in the Declaration will have the same respective meanings when used in these Bylaws.

ARTICLE II

MEMBERS AND MEETINGS

2.1 Annual Meetings. The annual meeting of the Members of the Association will be held in the spring of each year at such time and place as may be determined by the Board of Directors, and if no determination is made, at the initial office set forth above, with the first such meeting to be held in the year following the year in which the Association was incorporated. For all purposes herein the term "Members" refers to each Owner of a Lot in the Rice Farms Estates Subdivision, Phases 2 and 3 (or sometimes referred to as Phases II and III) (the "Subdivision"), in Farmington, Davis County, Utah. The Board of Directors may designate some other time, date and place for the annual meeting by giving proper notice in advance of the meeting. The purpose of the annual meeting is the election of Directors, and to consider such other business

that comes before the meeting. If the Directors are not elected at the annual meeting, the existing Directors will continue to serve until their successors are named in a special meeting called for that purpose or until the next annual meeting. The Directors may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.2 Special Meeting. Special Meetings of the Members may be called by any member of the Board of Directors or by the President, or by the Members of the Association representing not less than one-third (1/3) of the total votes of the Association. Any notice of Special Meeting shall state the time, place and date of the meeting, and the matters to be considered at that meeting. When a Special Meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President. The President will then provide written notice to all of the members.

2.3 Notice of Meeting. The Board of Directors shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 10 days prior to the meeting. In the case of the annual meeting, no purpose need be stated in the notice. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register such Member's address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Lot owned by the Member. Only one notice will be mailed on each Lot, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf.

2.4 Members of Record.

(a) For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days or less than 10 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, will not be counted in comprising a quorum and shall not be entitled to vote at the meeting. This will not preclude a person who acquires such Member's Membership subsequent to the record date from voting the interest of such Member's predecessor under a written proxy.

(b) The Association will have two classes of voting membership:

Class A. Class A Members are all of the Owners other than Rice Farms Estates, LLC ("the Declarant"). Each Class A Member will 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 only Class B Member is the Declarant, which is 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:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) on April 1, 2009.

(c) Upon purchasing a Lot in the Subdivision, each Owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Lot.

2.5 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association will constitute a quorum for the transaction of business. If a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the rescheduled meeting will be sent to the Members providing at least ten days' notice of the new meeting. At any rescheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the reconvened meeting

2.6 Proxies. At each meeting of the Members, each Member entitled to cast a vote will be entitled to vote in person or by written proxy. All proxies must be in writing and signed by the Member as shown on the records of the Association. When a Lot is jointly held, the proxy must be signed by all of the joint owners of the Lot. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.7 Voting Rights. With respect to each matter presented to the Members, including the election of Directors, each Member will be entitled to cast one vote for each Lot that the Member owns. Lots with multiple Owners will be entitled to only one vote for that Lot, and if the multiple owners of that Lot are not able to agree on how to cast the vote, no vote will be counted. In such event, notwithstanding that such vote will not be counted, the Lot may still be counted as for purposes of determining whether a quorum exists for the conduct of business of the Association. If only one of the multiple Owners of a Lot is present at any meeting, the other owners are deemed to have consented to that Owner voting the interests of the Lot. If a Lot is held subject to a trust deed or mortgage, the trustor or mortgagor will be entitled to vote, and the lender will have no right to vote; provided however that when a lender has taken possession of any Lot, the lender will be deemed to have succeeded to the interest of the trustor or mortgagor and will then be entitled to cast that vote.

2.8 Majority Vote. Any matter placed before the Members for a vote shall pass if upon the affirmative vote of the majority the Owners/Members representing a majority of the Lots in the Subdivision. Election of Directors will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determines, in the officer's discretion.

2.9 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.10 Action without Meeting. Any action that may be taken at any meeting of the Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Members having not less than the minimum voting power that would be necessary to authorize or take the action at meeting at which all Members entitled to vote on the action were present and voted. Unless the written consents of all Members entitled to vote have been obtained, notice of any such Member approval without a meeting shall be given as required by UTAH CODE ANN. § 16-6a-707, or a successor provision.

ARTICLE III

BOARD OF DIRECTORS

3.1 General Powers. The Board of Directors will have authority to manage and control the property and affairs of the Association. The Board of Directors may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these Bylaws, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to committees, officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. The Board of Directors will be comprised of four individuals. The initial Board of Directors shall be Jerry Preston, Trent Preston, and Shelly Roundy. They will serve until the next annual meeting in which Directors are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the first Board of Directors by the Members, the Directors shall, by drawing lots, divide themselves into varying terms so that two Directors have terms of one year and two Directors have terms of two years. Thereafter, at each annual meeting, only those Directors whose terms have expired will stand for election. Directors need not be residents of the State of Utah or be Members of the Association.

3.3 Board Meetings. The Board of Directors will have at least one meeting per year, which will be immediately following the Annual Meeting of Members for the purpose of electing

officers. The Directors may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special Meetings may be called by the President, or any Board Member, by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone or email not more than 10 days and not less than 3 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members.

3.5 Assessment. Assessments of the Members, as called for in the Declaration, shall be levied by the Association. The Directors shall prepare an annual budget for presentation to the Members. The Assessment will be deemed levied when approved by a majority of the Lots represented at the annual meeting or a special meeting called for that purpose. If a majority of the Lots are unable to approve an assessment, then the assessments shall continue at the same rate as the prior year, with an automatic increase by an amount equal to five percent (5%) of the prior annual assessment until a new assessment can be approved by the Members. If no new assessment is approved, then the annual assessment will continue with the 5% increase as set forth herein.

3.6 Deadlock. In the event of a deadlock by the members of Board, the President shall immediately call for a special meeting of the Members and, at the direction of the President, shall submit the matter to the Members for determination. A majority of the vote of the Members shall decide the action to be taken in such event.

3.7 Compensation. The Board of Directors shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, if any, may be reimbursed by the Association.

3.8 Resignation or Removal. Any Director may resign at any time. If a Director is a Lot Owner, the Director is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Lot and therefore ceases to be Member of the Association. Any Director may be removed prior to the end of his or her term of office by an affirmative vote of 60% of the Members of the Association at a regular or special meeting called for that purpose.

3.9 Vacancies. Vacancies on the Board of Directors will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Director is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.10 Action without Meeting.

(a) Any action required or permitted to be taken at a Board meeting may be taken without a meeting if each and every member of the Board in writing either:

- (i) votes for the action; or
 - (ii) abstains from voting and waives the right to demand that action not be taken without a meeting.
- (b) Action is taken under this Section 3.10 only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Directors then in office were present and voted.
- (c) The provisions of this Section 3.10 are subject to UTAH CODE ANN. § 16-6a-813, or a successor provision.

ARTICLE IV

OFFICERS

4.1 Number. The officers of the Association shall consist of at least a President and a Secretary/Treasurer, all of which may be filled by the same person. The Board may establish such other officers as it deems appropriate.

4.2 Appointment and Tenure. The officers will be appointed by the Board of Directors. All officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. Officers need not be Members of the Association.

4.3 Duties of the President. The President shall preside at meetings of the Board of Directors and at meetings of Members. The President shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Directors, and cause notice of any meetings to be issued as called for in these Bylaws, to file annual reports, to prepare financial reports, maintain adequate financial records for the Association, and to perform all other assignments of the Board.

4.5 Compensation. The officers may be compensated for their services in the discretion of the Board. Reasonable out-of-pocket expenses incurred in the course of performing duties for the Association will be reimbursed according to policies approved by the Board. The Board may fix such other compensation as it finds appropriate given the responsibility of the officers.

4.6 Delegation. The duties of the day to day operation of the Association, and all duties of maintenance required of the Association may be delegated by the President, when approved by the Board of Directors, to such companies or persons as may be determined in the discretion of the President, and as approved by the Board of Directors.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification Against Third-Party Actions. To the extent and as permitted in UTAH CODE ANN. §§ 16-6a-902, 906, and 907, or successor provisions, the Association may defend and indemnify an individual made a party to a "Proceeding" (as defined in UTAH CODE ANN. § 16-6a-901, or a successor provision) because the individual was or is a director or officer of the Association, against liability incurred in the Proceeding if:

- (a) the individual's conduct was in good faith;
- (b) the individual reasonably believed that the individual's conduct was in, or not opposed to, the Association's best interests; and
- (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

5.2 Expenses. The mandatory indemnification provisions of UTAH CODE ANN. § 16-6a-903, or a successor provision, shall apply to directors and officers.

5.3 Advance of Expenses. The Association may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a Proceeding in advance of final disposition of the Proceeding, to the extent and as authorized in CODE ANN. §§ 16-6a-904 and 906, or successor provisions.

ARTICLE VI

AMENDMENT

6.1 Amendment. These Bylaws may be amended by the Board of Directors from time to time as they may determine. The Members may also, during any annual meeting, or special meeting called for that purpose, amend the Bylaws. Any amendment must be consistent with the Declaration and the Articles of Incorporation and must comply with Utah law and may not restrict the use of Lots to the extent that such use was expressly allowed under the Declaration.

Adopted this 20 day of February, 2007.



President

Attest:

Shelly Ramdy

Secretary