

15-458-0001 thru 15-458-0020, 15-458-0029, 15-458-0030, 15-458-0032, 15-469-0001 thru 15-469-0008, 15-470-0001 thru 15-470-0026, 15-470-0039, 15-471-0001 thru 15-471-0007 15-481-0001 thru 15-481-0007, 15-487-0001 thru 15-487-0012, 15-489-0001 thru 15-489-0013 15-499-0001 thru 15-499-0012, 15-500-0001, 15-500-0002, 15-505-0001 thru 15-505-0042

BYLAWS  
OF



\*W2666017\*

THE VILLAGE AT CHILD FARM MASTER ASSOCIATION, INC.

The following are the Bylaws for The Village at Child Farm Master Association, Inc., a Utah Non-Profit Corporation (the "**Master Association**" or "**Association**");

ARTICLE I  
LOCATION

The initial principal office of the Master Association shall be located at 67 North Main St., Suite 100, Layton, Utah 84041, but meetings of Members and Directors may be held at such places within or without of the State of Utah as may be designated by the Board (as defined below).

ARTICLE II  
DEFINITIONS

All terms used but not defined herein shall have the meanings given them under that certain Master Declaration of Covenants, Conditions and Restrictions of The Village at Child Farm, a planned residential unit development, dated January 23, 2008, and recorded January 23, 2008, as Entry No. 2317094, of the Official Records of the Weber County Recorder, wherein the undersigned is designated as "**Declarant**" (hereinafter referred to as the "**Master Declaration**"), applicable to the property as defined within the Master Declaration (the "**Property**"), and as the same may be amended from time to time as therein provided, said Master Declaration being incorporated herein as if set forth herein at length. The term "**Member**" shall mean and refer to those persons entitled to Membership as provided in the Master Declaration.

ARTICLE III  
MEETINGS OF MEMBERS

**Section 3.1 Annual Meetings.** Unless otherwise determined by the Master Association and subject to notice thereof as provided in Section 3.3 below, the Annual meeting of the Members shall be held on the second Wednesday of January of each year, and each subsequent regular Annual Meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 3.2 Special Meetings.** Special meetings of the Members may be called by, or at the request of, the President of the Master Association or by the Board, or upon written request of the Members holding at least sixty percent (60%) of the Percentage Interests as outlined in the Master Declaration.

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REC FOR: BONNEVILLE SUPERIOR TITLE COMPANY  
ELECTRONICALLY RECORDED

**Section 3.3 Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereafter addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association 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 3.4 Quorum.** The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Master Declaration, shall be as follows: At each scheduled meeting called, the presence of Members or of proxies entitled to cast at least thirty-three percent (33) of all outstanding votes shall constitute a quorum. If a quorum is not present at a scheduled meeting, such meeting may be adjourned pending notice of subsequently scheduled meeting at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequently scheduled meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

**Section 3.5 Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Member of his Unit.

**Section 3.6 Voting.** The number of votes appurtenant to each respective Unit shall be equal to such Unit's Percentage Interest as outlined in the Master Declaration and multiplied by 100. Since a Unit Owner may be more than one person, if only one of such person is present at the meeting of the Master Association that person shall be entitled to cast all votes appertaining to that Unit. But if more than one of such person is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Unit or with respect to matters before the Master Association, and all such votes appurtenant to any one Unit shall be voted in one block. If the vote of a majority of the owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

#### ARTICLE IV MANAGEMENT COMMITTEE, SELECTION AND TERM OF OFFICE

**Section 4.1 Number.** Initially, the Declarant, consisting of three individuals, is deemed the Board of Directors. Subject to the provision of the Master Declaration, the affairs of the Master Association shall be managed by a Board of Directors (the "**Board**") comprised of not less than three (3) and not more than five (5) individuals, at least one of whom shall be the owner of a Town Home Unit subject to the Sub-Declaration. Should

the number of Directors ever equal 5 members, at least two shall be owners of Town Home Units subject to the Sub-Declaration for the Village at Child Farm Town Home Association. The same members of this Board shall also act as the Board of that certain Village at Child Farm Town Home Association, which is within the Master Association property. The two Boards may take all necessary action to conduct business for both associations efficiently and effectively, such as combine mailings, meeting times, etc., but shall conduct business separately. In addition to individual Unit Owners, spouses of Unit Owners, Mortgagees (or designees of Mortgagees), partners of partnerships, directors or officers of corporations and managers of limited liability companies owning a Unit, shall be eligible for membership on the Board.

**Section 4.2 Term of Office.** At any time after the Percentage Interest held by other Members of the Master Association is greater than that held by the Declarant, the Members may, at a special meeting, the date, time and place of which shall be determined by the current Board and be conducted as outlined in the Bylaws, elect Directors initially to join and then to replace the Declarant as follows: Up to four Directors, and no less than two, may be elected, in addition to the current Directors or Declarant, which thereafter shall constitute one Director on the Board, for a total of up to five Directors, but no less than three. The first two Directors elected, as determined in order of the most votes received, along with the Declarant, shall serve a term of two (2) years, which shall commence immediately upon election and shall extend to the first regularly scheduled regular meeting of the calendar year following the expiration of said initial two (2) year term. Any additionally elected Directors shall serve for a period one (1) year or until Annual Meeting of the Members, whichever occurs later, or until they resign if prior to the first of those two events. Thereafter, at the next regularly scheduled regular meeting, at least one (1), but up to three (3) additional Directors shall be elected to serve for a term of two (2) years, the initial two year term of which shall extend to the first regularly scheduled regular meeting of the following calendar year. Thereafter, the terms shall continue staggered and shall be for terms of two (2) years, with elections for applicable Directors to take place at the first regular meeting of the given calendar year.

**Section 4.3 Removal.** Any Director, except Declarant during his initial term as outlined herein, may be removed from the Board, with or without cause, by a sixty percent (60%) vote of the Members of the Master Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

**Section 4.4 Compensation.** No Director shall receive compensation for any service he may render to the Master Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 4.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 5.1 Nomination.** Nomination for election to the Board may be made by the Board or any Member. Nominations may also be made from the floor at the annual meeting. The Board and Members shall make as many nominations as they shall in their discretion determine, but not less than the number of vacancies that are to be filled.

**Section 5.2 Election.** Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**ARTICLE VI  
MEETINGS OF THE COMMITTEE**

**Section 6.1 Regular Meetings.** Regular meetings of the Board shall be held at least quarterly. The Annual Member meeting shall include Director elections as outlined above in the month of January of every year. The Annual Meeting shall constitute one of the Regular Meetings under this Section.

**Section 6.2 Special Meetings.** Special meetings of the Board shall be held when called by the President of the Master Association, or by any two (2) Directors after not less than three (3) days notice to each Director.

**Section 6.3 Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless otherwise specified in these Bylaws.

**ARTICLE VII  
POWERS AND DUTIES OF THE COMMITTEE**

**Section 7.1 Powers and Duties.** The Board shall have all powers and duties assigned to it expressly and impliedly within the Master Declaration generally, and those of the "Management Agent" as set forth in the Master Declaration specifically.

**Section 7.2 Indemnification and Hold Harmless.** The Declarant and any de facto and actual board members, officers managers, agents and attorneys of and or associated with Master Association and/or the Village and Child Farm subdivision shall be, and are hereby indemnified and held harmless by the Master Association from and against any and all claims, demands, damages, suits, costs, fees and fines resulting from or relating to any pre and post Master Association activity, if any.

**ARTICLE VIII**

## OFFICERS AND THEIR DUTIES

**Section 8.1 Enumeration of Officers.** The officers of this Master Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

**Section 8.2 Election of Officers.** The election of officers shall take place at each annual meeting of the Members. However, Declarant shall be the initial President of the Master Association until such time as the Percentage Interest held by other Members of the Master Association is greater than that held by the Declarant. At such time as the Percentage Interest held by other Members of the Master Association is greater than that held by the Declarant, the Members, at the meeting in which the initial Directors are elected as referenced in Section 4.2, shall elect another to act as President for the remainder of the current term until the following annual meeting of the Members.

**Section 8.3 Term and Vacancies.** The officers of this Master Association shall be elected annually by the Members and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, 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 8.4 Special Appointments.** The Board may elect such other officers as the affairs of the Master Association 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 8.5 Resignation and Removal.** Any officer, except Declarant during its initial term as President, may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 8.6 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 8.4** of this Article.

**Section 8.7 Duties.** The duties of the officers are as follows:

**President:** The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Members are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President:** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses and social security numbers, and shall perform such other duties as required by the Board.

**Treasurer:** The Treasurer, or a qualified delagatee, such as an association manager, approved by the Board, shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Master Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Master Association books to be made by an third party professional degreed in accounting or someone otherwise experienced in such matters as part of their regular profession or field at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership within.

**Section 8.8 Town Home Association Officers.** The same officers of the Master Association shall be the officers of the Town Home Association.

**ARTICLE IX  
COMMITTEES**

The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

**ARTICLE X  
AMENDMENTS, ORDER OF PRECEDENCE**

As long as the Declarant is a member of the Board, these Bylaws may be amended only by unanimity of the Board or 100% of the Members. Thereafter, at a regular or special meeting of the Members, they may be amended by Members holding at least sixty-seven percent (67%) of the Percentage Interests as outlined in the Master Declaration, in person or by proxy. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control.

**ARTICLE XI  
FISCAL YEAR**

The fiscal year of the Master Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XII**  
**VOTING RIGHTS AND LIMITATIONS**

For a period of three consecutive years commencing January 1, 2014, or until Declarant is no longer a Member of the Master Association or the Town Home Association, whichever occurs first, any action of the Master Association, its Members and/or the Board regarding or involving any of the following items shall require a unanimous vote of the applicable governing body:

1. The management company in place as of November 1, 2013, including, but not limited to, change in said company, unless for gross misconduct, in which case 66% of all Members of the Master Association must vote in the affirmative;
2. An increase or decrease in the amount of any dues, and the establishment of any assessments;
3. Any modification of the master plan and/or architecture and/or architecture controls/limitations;
4. Any rules or regulations addressing: signage and other advertising within the Property or Master Association; and the effects and impact of the construction of any structures and units by the Declarant within the Property and/or on Declarant's property;
5. Any restrictions regarding the selling, alienation, and/or transfer of any lot or other real property, or any portion thereof, within the Master Association or Property;
6. Expenditures in scope and amount beyond traditional operating expenses;
7. Modification to any utility or other city management arrangement, express or implied;
8. Legal expenditures, other than for purposes of collections or the defense of claims brought against the Master Association or any of its Members, to the extent applicable.

This Article XII shall apply as stated regardless of anything to the contrary in these Bylaws, the Articles, the Master Declaration, Sub-Declaration or anything related thereto.

The foregoing Bylaws are adopted by the Undersigned and made effective upon this 25 day of November, 2013.

**THE VILLAGE AT CHILD FARM MASTER ASSOCIATION, INC.**

By: West Haven Holdings, LLC, a Utah limited liability company

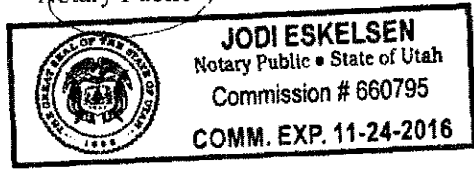
By: *David S Bailey*  
Its: MEMBER

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH                    )  
  :ss.  
COUNTY OF WEBER            )


On this 25 day of November 2013, personally appeared before me David S Bailey, who being by me duly sworn, did say that he is the Manager or Managing Member of West Haven Holdings, LLC and that the foregoing instrument was signed in behalf of said company by authority of a resolution of its members or other appropriate action, and the David S Bailey acknowledged to me that said company executed the same.


*Jodi Eskelsen*  
Notary Public




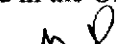


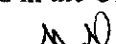
Master Bylaws


All of, THE VILLAGE AT CHILDS FARMS P.U.D. PHASE 1, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-458-0001 thru 15-458-20, 15-458-0029, 15-458-0030, 15-458-0032 


All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 1, 1ST AMENDMENT, (Amending Pads 21-28), according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-469-0001 thru 15-469-0008 


All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 2, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-470-0001 thru 15-470-0026, 15-470-0039 

All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 2, 1ST AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-471-0001 thru 15-471-0007 

All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 2, 2ND AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-481-0001 thru 15-481-0007 

All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 2, 3RD AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-487-0001 thru 15-487-0012 

All of, THE VILLAGE AT CHILD FARM P.U.D., PHASE 2, 4TH AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-489-0001 thru 15-489-0013 

All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 2, 5TH AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-499-0001 thru 15-499-0012, 15-500-0001, 15-500-0002 

All of, THE VILLAGE AT CHILD FARM P.U.D. PHASE 3, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.  
15-505-0001 thru 15-505-0042 