

After Recording Return to:

Burt R. Willie
Smith Knowles, P.C.
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Ogden, Utah 84401

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**
For
Walker Estates Adult Community Subdivision
In Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALKER ESTATES ADULT COMMUNITY SUBDIVISION (this "Declaration") is hereby adopted by Walker Estates Adult Community Homeowners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Davis County, Utah and more particular described as follows (the "Property"):

TAX ID: 12-312-0001 THROUGH 0051

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 831.65 FEET NORTH 89°58'46" EAST ALONG SAID SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 15; RUNNING THENCE NORTH 89°58'46" EAST 65.00 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0°01'14" EAST 164.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.68 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS SOUTH 17°05'55" WEST 76.53 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 34°13'03" WEST 269.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.74 FEET (CENTRAL ANGLE EQUALS 34°10'03" AND LONG CHORD BEARS SOUTH 17°08'02" WEST 41.13 FEET); THENCE NORTH 89°58'46" EAST 612.62 FEET; THENCE SOUTH 0°09'27" EAST 377.09 FEET; THENCE SOUTH 0°07'34" WEST 387.96 FEET TO THE NORTH LINE EXTENDED OF SYRACUSE VILLAGE PLAT "B" SYRACUSE CITY, DAVIS COUNTY, UTAH; THENCE NORTH 89°41'09" WEST 663.47 FEET ALONG SAID NORTH LINE EXTENDED

AND NORTH LINE OF SAID SYRACUSE VILLAGE PLAT "B" AND SYRACUSE VILLAGE PLAT "A" , SYRACUSE CITY, DAVIS COUNTY, UTAH TO THE MOST NORTHWESTERLY CORNER OF SAID PLAT "A"; THENCE NORTH 0°03'01" EAST 811.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.20 FEET (CENTRAL ANGLE EQUALS 11°32'51" AND LONG CHORD BEARS NORTH 28°26'38" EAST 26.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°13'03" EAST 262.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.84 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS NORTH 17°05'55" EAST 38.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 0°01'14" WEST 173.74 FEET TO THE POINT OF BEGINNING.

(B) The Project is intended and has operated as housing for older persons, 55 years of age or older, pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995, with over 80% of the Lots being occupied by at least one person 55 years of age or older. It is the intent of the Association and its Members that all Lots in the Project be occupied by at least one person who is 55 year of age or older. However, at all times, at least 80% of the Lots shall be occupied by at least one person who is 55 years of age or older. The Board must approve all new Owners or occupants, which approval requires that the new Owner or occupant certify that at least one person occupying the Lot is 55 years of age or older. No persons, including persons under the age of 18, are permitted to visit for a period longer than one month. The Board reserves the right to make, in its sole discretion, limited exceptions to the one month limit for extenuating circumstances.

(C) On or about April 1, 1998, the Enabling Declaration of Covenants, Conditions and Restrictions of Walker Estates a Community Development ("Enabling Declaration") was recorded in the records of the Davis County Recorder's Office, as Entry No. 1393406.

(D) On or about January 29, 2004, Amendment to Enabling Declaration of Covenants, Conditions and Restrictions of Walker Estates a Community Development ("First Amendment") was recorded in the records of the Davis County Recorder's Office as Entry No. 1957722.

(E) On or about September 8, 2006, Addition to Enabling Declaration of Covenants, Conditions and Restrictions of Walker Estates a Community Development ("Second Amendment") was recorded in the records of the Davis County Recorder's Office as Entry No. 2199960.

(F) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(G) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. A Plat Map for the Property is attached hereto as Exhibit A.

(H) The Association is governed by the terms of this Declaration, the Articles of Incorporation for Walker Estates Adult Community Homeowners Association, Inc. and the Bylaws for Walker Estates Adult Community Homeowners Association, Inc., which Bylaws are attached hereto as Exhibit B and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as Exhibit B. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

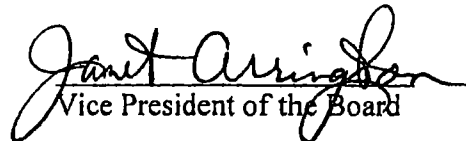
(I) On or about November 14, 2013, pursuant to proper notice, a meeting was held wherein the Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Association, were present in person or by proxy and cast votes approving and consenting to the recording of this Declaration and the attached Bylaws.

Sue Galbraith and Janet Arrington, of the Board, hereby certify and swear that the above described meeting was held and that the requisite number of votes were cast accepting and approving of the recording of this Declaration and Bylaws.

Sue Galbraith

Janet Arrington


President of the Board


Vice President of the Board

(J) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(K) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion

thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons 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 every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(L) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Review Board" or "ARB" shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

(E) "Association" shall mean Walker Estates Adult Community Homeowners Association, Inc., and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Association.

(G) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit B. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) "City" shall mean Syracuse City, Utah and its appropriate departments, officials and committees.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and committees.

(J) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), generally including the community open areas and fencing around the perimeter of the Project as a whole, being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Area(s).

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Walker Estates Adult Community Subdivision, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all improvements located on the same Lot and used in conjunction with such residence.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes, townhomes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Limited Common Areas" shall mean all property designated on the recorded Plat Map(s), or as described in this Declaration, as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Lots but fewer than all of the Lots, including private driveways. Owners shall be solely responsible for the maintenance, upkeep, and replacement of Limited Common Areas.

(Q) "Limited Common Expenses" shall be the cost and expense associated with the maintenance and repairs to Limited Common Areas and shall be paid by the Owner(s) of the Lot(s) to which the Limited Common Area is appurtenant. The Association may elect to levy an assessment for Limited Common Expenses or require that Owners pay directly for all maintenance, upkeep and replacement of Limited Common Areas appurtenant to an Owner's Lot.

(R) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement. "Lot" shall also include any Improvement on the Lot, if existing. If the Project contains Improvements that share a Party Wall, Lot may also refer to each individually, owned Dwelling.

(S) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(T) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Davis County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

(U) "Party Wall" shall have the meaning set forth in the Declaration.

(V) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(W) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Walker Estates Adult Community Subdivision in the Davis County Recorder's Office, as it may be amended from time to time.

(X) "Project" shall mean all phases of WALKER ESTATES ADULT COMMUNITY SUBDIVISION and all Lots, Common Areas, Limited Common Area, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(Y) "Property" shall have the meaning set forth in the recitals.

(Z) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II

EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. With the exception of the rights and easements granted to the Association, the Owner(s) of a Lot shall have the exclusive use of all Limited Common Area appurtenant to their Lot.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or

transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access, and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.5 Easements for Encroachments. If any part of the Common Area or Limited Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area or Limited Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Lots, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection during reasonable hours of the Lots, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;

(c) For correction of emergency conditions on one or more Lots or on

portions of the Common Area and Limited Common Area;

(d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Lots, Common Area and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III

COMMON AREAS

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration.

3.4 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

ARTICLE IV

LIMITED COMMON AREAS

4.1 The Limited Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

4.2 The Limited Common Areas consists of the areas designated as Limited Common Areas on the recorded Plat(s), or described in this Declaration, for the exclusive use of one or more appurtenant Lots but fewer than all of the Lots. The appurtenant Lots are depicted on the

Plat(s), and/or are described in this Declaration.

4.3 Owner(s) shall be solely responsible for the maintenance, repair, and replacement of Limited Common Areas, or parts or portions thereof. Notwithstanding, in its discretion, the Board may elect to assess a Limited Common Expense.

ARTICLE V

PARTY WALLS

5.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling within the Project and placed on the dividing line between two Dwellings shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of the Act, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.2 Repair and Maintenance. Each Dwelling that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Dwelling(s). The Owners acknowledge that certain repairs or maintenance to Dwellings with a Party Wall(s) may become necessary, which repairs or maintenance cannot be performed on one Dwelling only, but may necessarily involve the other attached Dwellings. Therefore, Owners are responsible to coordinate with adjoining Owner(s) for repairs or replacement of any Party Wall(s) and any common element related thereto.

5.3 Insurance. Owners are individually and solely responsible for adequately insuring their Dwelling, including any Party Wall(s).

ARTICLE VI

MEMBERSHIP

6.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE VII

VOTING

7.1 Only an Owner that is in full compliance with the terms and conditions of the

Governing Documents and is current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot 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 Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VIII

HOMEOWNER ASSOCIATION

8.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

8.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owner's right to utilize Common Area and/or amenities; and (6) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. Any attempt made by an Owner to initiate any action with respect to the Governing Documents or the Act must first be presented in writing to the Board. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims

and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Lot(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

8.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a Special Meeting called for that purpose or upon the written consent of a majority of Owners.

(c) In addition, the Association may levy special assessment (a) on every Lot, the Owner or occupant of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or

enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

8.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting.

(a) The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of a budget or adoption of a revised budget.

(b) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(c) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(d) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

(e) The Association shall not borrow money without the approval of at least sixty-seven (67%) of the Owners.

8.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

(a) The Board may not use money in a reserve fund:

(i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;

(ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the

alternate purpose; or

(iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

8.6 Reserve Fund Account Creation. Based on the results of the reserve analysis, the Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

8.7 Transfer Fee. The Board shall have power to levy a one-time transfer fee when a change in ownership of a Lot occurs in an amount determined by the Board, but no more than a maximum fee of \$450.00.

8.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

8.9 Fines. The Association shall have the power to assess a fine against an Owner (or their Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

8.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s). The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters, as they arise or the Board may set forth a generally applicable process in the Rules. Any such hearing process shall provide, at a minimum, at least seven (7) days' notice of the hearing to the Owner(s).

8.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

(a) Rules shall be reasonable in light of all surrounding circumstances. Any

Rule or Regulation adopted by the Board shall be provided to all Owners within thirty (30) days of its adoption.

(b) Within six (6) months of distribution of a Rule, an Owner may file written notice of objection with the Board. If the Board receives five (5) or more timely objections within six (6) months of distribution of the Rule(s), the Board shall place the subject Rule(s) at issue on the agenda of the next special or annual meeting, whichever comes first, wherein the Owners shall discuss and vote for adoption of the Rule or variation thereof by a majority vote of Owners representing a quorum at a duly called meeting.

8.12 Statement of Account. Any Owner may request that the Association provide a statement of his account to any lender or prospective buyer in relation to the transfer, refinance or sale of a Lot. The Association may charge a fee, not to exceed \$50.00, for providing such statements.

8.13 Availability of Documents. The Board may also adopt a record retention or other document management policy.

8.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

8.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

8.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms.

8.17 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE IX

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

9.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

9.2 Due Date, Charges & Interest. Unless otherwise established by the Board,

monthly assessments shall be due and payable on the first of each month and late if not received by the 10 of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$35, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager related to collections.

9.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

9.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

9.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

9.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

9.8 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE X

SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

10.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE XI

USE LIMITATIONS & RESTRICTIONS

11.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. The Project is an Adult Community, 55 and over pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995.

11.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

11.3 Licensed Contractor. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

11.4 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within

the Project, and may not noticeably increase the traffic flow to the Project.

11.5 Restriction on Signs. No signs will be permitted on any Lot or within the Project, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Political signs and other signs indicating that a Dwelling or Lot is for sale or rent shall be allowed. Notwithstanding, the Board may adopt Rules to restrict their location and size. In the case of political signs, the Board may also adopt Rules limiting their period of display to the relevant election season.

11.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets (maximum of two), weighing no more than 25 pounds may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, or within the Dwelling of the Owner. No dog runs or similar structures are allowed in the Project. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines as authorized by the Board, and further remedies available at law.

11.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

11.8 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

11.9 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

11.10 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses; the discharge of firearms, and setting open fires (other than property supervised and contained).

11.11 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of

vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

11.12 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules adopted by the Board.

11.13 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Notwithstanding, holiday and seasonal lighting and displays are allowed.

11.14 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

11.15 Drainage. No Owner shall alter the direction of natural drainage from his Lot.

11.16 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on a Lot shall be subjected to time interval ownership.

11.17 No Re-Subdivision. No Lot may be re-subdivided.

11.18 Combination of Lots. No Lot may be combined with another Lot.

11.19 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the Board.

11.20 Landscaping. Landscaping for the Lots and Common Areas shall be maintained by the Association. Prior written permission must be obtained by the Board for an Owner to materially modify exterior landscaping on any Lot. Any approved modification of exterior landscaping shall be made at the Owner's sole expense. Thereafter, approved landscaping shall be maintained by the Association.

11.21 Fencing. Private fencing is allowed within the Project but must be constructed of high-quality vinyl or similar synthetic material in architectural harmony with existing fencing in the Project. The height, material, and specifications of the fence must be approved by the Board. No fencing may be installed on any Lot without the prior, written approval of the Board. Upon written approval from the Board, an Owner may install, at the Owner's sole expense (including

any cost to repair existing landscaping or sprinkler system adjustment), fencing that complies with the requirements of the Declaration.

The Board has discretion to increase an assessment against a particular Lot for any increased cost(s), including for landscape maintenance, as a result of fencing added by an Owner:

11.22 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Project for more than 48 hours. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked or stored in a garage. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules. Any parking must comply with the city requirement for a 20-foot roadway clearance to all for the passage of emergency vehicles and equipment.

11.23 Exterior Antennas and Satellite Dishes. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Dwelling or Lot. Prior, written approval from the Board as to the location of any new satellite dishes, antennas, cables and related hardware is required.

11.24. Fireworks. The ignition or use of any and all fireworks in the Project is prohibited.

ARTICLE XII

RENTAL/LEASE RESTRICTIONS

12.1 Declaration and Rules Governing Non-Owner Occupied Dwellings.

Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

12.2 Definitions. For the purpose of this section:

(a) "Non-Owner Occupied Dwelling" means:

(1) A Lot or Dwelling that is occupied by someone while no Owner occupies the Dwelling, as the Owner's primary residence; or

(2) For a Dwelling owned entirely by one or more entities or trusts, the Dwelling is occupied by anyone.

(b) "Family Members" means:

(1) The parent, sibling, or child of an Owner and that person's spouse and/or children, or

(2) In case of a Dwelling owned by a trust or other entity created for estate planning purposes, a person occupying the Dwelling if the trust or other estate planning entity that owns the Dwelling was created for the estate of (i) a current occupant of the Dwelling; or (ii) the parent, child, or sibling of the current occupant of the Dwelling.

12.3 Restriction on Leasing and Non-Owner Occupancy. Except as provided in sections 12.4 below:

(a) Not more than ten percent (10%) of all Dwellings may be leased or Non-Owner Occupied at any one time;

(b) Dwellings purchased after the recording date of this Declaration must be Owner Occupied for at least one year from the date of purchase;

(c) Dwellings purchased after the recording date of this Declaration can only be Non-Owner Occupied for 24 months in each thirty-month time period; and

(d) Non-Owner Occupied Dwellings are prohibited from having any animals or pets.

12.4 Non-Owner Occupied Dwellings. The following Dwellings may be Non-Owner Occupied Dwellings:

(a) A Dwelling by a person in the military for the period of the Owner's deployment;

(b) A Dwelling occupied by a Family Member;

(c) A Dwelling whose Owner (i) moves due to temporary (less than three years) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded;

(d) A Dwelling whose Owner was relocated by the Owner's employer for a period of not less than two years;

(e) A Dwelling owned by an Owner who uses the Dwelling as a primary

residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for one year or more;

(f) Any Dwelling of which the Owner of the Dwelling was the Owner on the date this Declaration is recorded. These Dwellings may continue to be Non-Owner Occupied under this exception until the ownership of the Dwelling, as evidenced by the records at the county recorder, changes in any way. Upon this occurrence, the Dwelling's qualification for this exception irrevocably terminates.

12.5 Permitted Rules. The Board of Directors may adopt Rules requiring:

(a) Reporting and procedural requirement related to Non-Owner Occupied Dwellings and the occupants of those Dwellings, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc.;

(b) Reasonable fees related to the administration of leased and Non-Owner Occupied Dwellings;

(c) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

12.6 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Dwellings must comply with the following provisions:

(a) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident. The Board reserves the right to make, in its sole discretion, limited exceptions to the twelve month time period for extenuating circumstances;

(b) If required in the Rules of the Association or requested by the Board of Directors, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board of Directors;

(c) A Non-Owner Occupant may not occupy any Dwelling for transient, hotel, resort, vacation, or seasonal use (whether for pay or not); and

(d) The Owner(s) of a Dwelling shall be responsible for the occupant's or any

guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner occupant. The Association, the Board of Directors, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

12.7 Lease Provision. All new leases, new purchase agreements, or new applications shall contain a provision for lessees, asserting that at least one occupant of the Dwelling will be 55 years of age or older. In addition, new lessors must certify that no one under the age of eighteen (18) will reside in the Dwelling. The Board may survey all current residents for their occupancy status in compliance with the age requirements. The Board reserves the right to make, in its sole discretion, limited exceptions to the prohibition on occupants under the age of eighteen (18) for extenuating circumstances.

ARTICLE XIII

OWNERS' MAINTENANCE OBLIGATIONS

13.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Project.

13.2 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

13.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board.

13.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XIV

ARCHITECTURAL REVIEW BOARD

14.1 Architectural Review Board ("ARB"). An Architectural Review Board may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering exterior Improvements. If no ARB is appointed, the Board will assume the duties and responsibilities of the ARB.

14.2 Approval by Board Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the Board. Once an Improvement is approved by the Board, the ARB shall oversee the construction of the Improvement. Approval of the Board will be sought in the following manner:

(a) Plans Submitted. A written description or rendering of the proposed remodeling or construction must be submitted. The Plans shall include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the Board will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the Board fails to respond within thirty (30) days, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and conditions of the Declaration and shall be in architectural harmony with the other

Improvements in the Project.

14.3 Variances. The Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

14.4 Board and ARB Not Liable. The Board, ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARB as a result of the performance or failure to perform the duties created by this Declaration.

14.5 Limitations on Review. The Board's review is limited to those matters expressly granted in this Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

ARTICLE XV

INSURANCE

15.1 Insurance Requirement. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER'S LOT AND DWELLING. The Enabling Declaration for the Project was recorded before January 1, 2012; the Project included attached dwelling; and the Declaration requires Owners to insure their own Lots and Dwellings.

15.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and Limited Common Areas.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by

using methods generally accepted in the insurance industry.

- (b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (c) Earthquake Insurance. The Association may nonetheless, in the discretion of the Board, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.
- (d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.
- (e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

15.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, Limited Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

15.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and

(d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

15.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall:

(a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

(b) Provide coverage for theft or embezzlement of funds by:

- (i) Officers and Board of Directors member of the Association;
- (ii) Employees and volunteers of the Association;
- (iii) Any manager of the Association; and
- (iv) Officers, directors and employees of any manager of the Association.

15.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

15.7 Owner Act Cannot Void Coverage Under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

15.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

ARTICLE XVI

DAMAGE & DESTRUCTION

16.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

16.2 Any damage or destruction to the Common Areas and/or Limited Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas and/or Limited Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

16.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas and/or Limited Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas and/or Limited Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XVII

DISBURSEMENT OF PROCEEDS

17.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and/or Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the

Association and placed in a capital improvements and/or reserve account.

ARTICLE XVIII

REPAIR AND RECONSTRUCTION

18.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XIX

CONDEMNATION

19.1 Whenever all of any part of the Common Areas and/or Limited Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XX

MISCELLANEOUS PROVISIONS

20.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

20.3 Limited Liability. Neither the Board, the Architectural Review Board, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

20.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

20.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

20.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat(s), the Articles, Bylaws, and then the Rules.

20.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

20.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

20.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

20.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

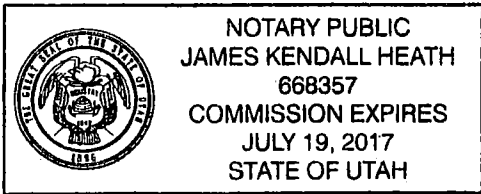
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Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation

Sue Galbraith
By: Sue Galbraith
Its: President

STATE OF UTAH)
: SS
COUNTY OF Davis)

On this 18th day of November, 2013, personally appeared before me Sue Galbraith, who being by me duly sworn, did say that she is the President of Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



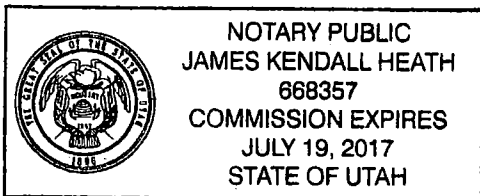
James Heath
Notary Public
Residing at:
Syracuse, UT
My Commission
Expires: July 19, 2017

Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation

Janet Arrington
By: Janet Arrington
Its: Vice President

STATE OF UTAH)
: SS
COUNTY OF Davis)

On this 18th day of November, 2013, personally appeared before me Janet Arrington, who being by me duly sworn, did say that she is the Vice President of Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



James Heath
Notary Public
Residing at:
Syracuse
My Commission

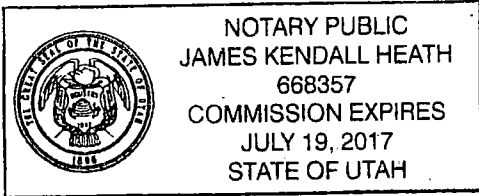
Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation

Mark M. Petersen

By: Mark Petersen
Its: Second Vice President

STATE OF UTAH)
 : SS
COUNTY OF Davis)

On this 18th day of November, 2013, personally appeared before me Mark Petersen, who being by me duly sworn, did say that he is the Second Vice President of Walker Estates Adult Community Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



James Heath
Notary Public
Residing at:
Sady Syracuse, Utah
My Commission
Expires: July 19th, 2017

Walker Estates Adult Community Subdivision Owners' Approval, Ratification and Consent Form for this Amended & Restated Declaration of Covenants, Condition & Restrictions for Walker Estates Adult Community Subdivision ("Amended & Restated Declaration")

The Undersigned Lot Owners at Walker Estates Adult Community Subdivision hereby sign and acknowledge that they approve, ratify and consent to the recording of this Amended & Restated Declaration.

Lot #	Print Name	Signature	Date
1	Gaye Reid		11-14-2013
2	Isabell Vigil	Isabell Vigil	
3			
4			
5	Mildred Buxton		
6	Edna Spate		
7	Teresa Horton	Proxy by Sue Galbraith	
8	Sue Galbraith	Sue Galbraith	
9	Anita Price	Anita Price	11-14-13
10	DAVID JONES	David Jones	
11			
12			
13	Jolene Anderson	Jolene Anderson	
14	ROBERT YOUNG	Robert Young	
15	DONNA PARKER, TRUSTEE	Donna Parker - Dahl, trustee	
16	Sandra Thaxton	Sandra L. Thaxton	
17	LUCY EWING	Lucy Ewing	
18	Sandra Handy	by Lucy Ewing	
19			
20			
21	FARREI FARNES	R. Farnes Farnes	
22	MERLENE BILLS	Merlene Bills	

Walker Estates Adult Community Subdivision Owners' Approval, Ratification and Consent Form for this Amended & Restated Declaration of Covenants, Condition & Restrictions for Walker Estates Adult Community Subdivision ("Amended & Restated Declaration")

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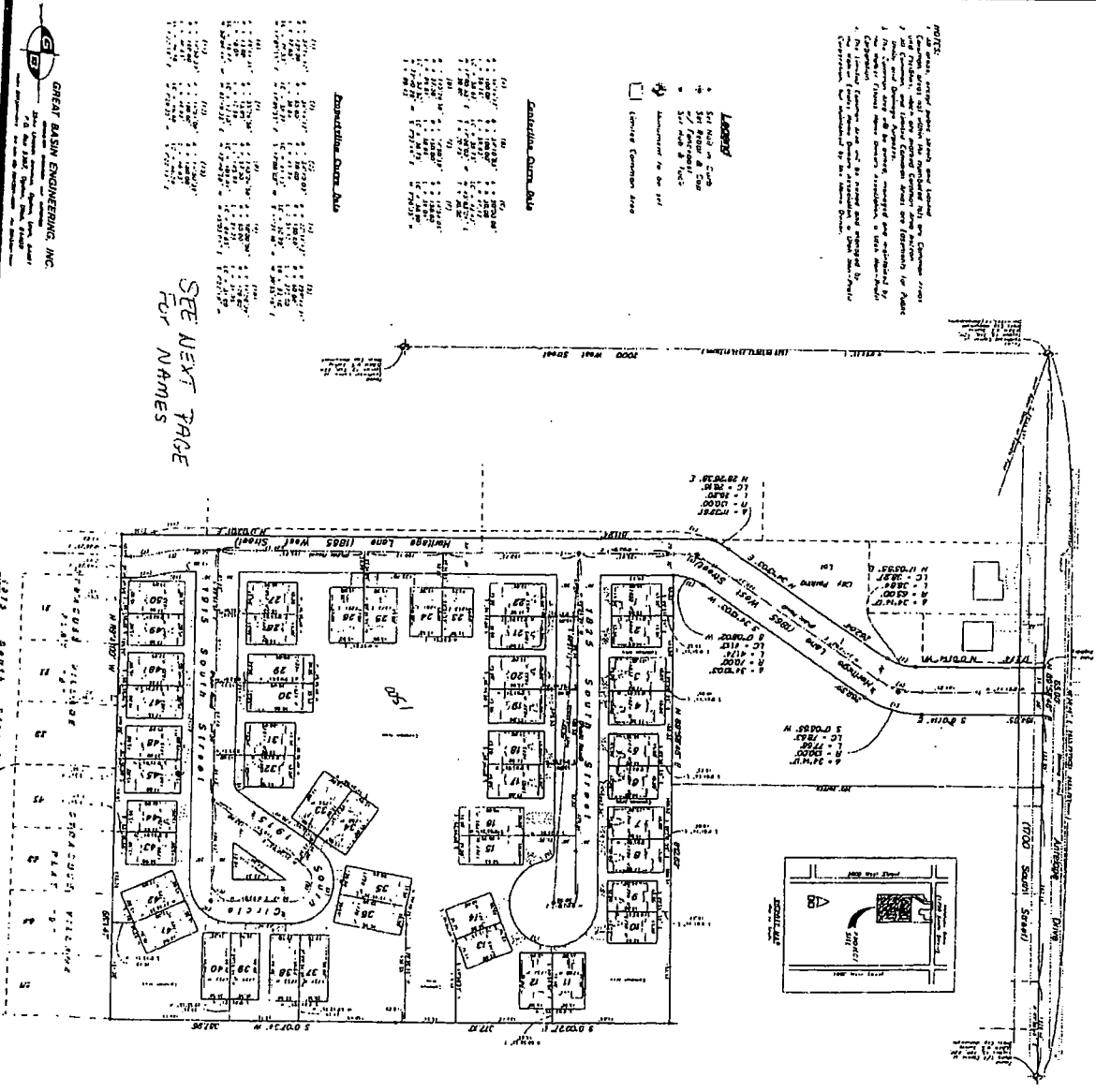
23			
24	<i>Jim Potts</i>		11-14-2013
25	<i>Quinn Oley</i>		
26			
27	<i>Glen Moore</i>		
28	<i>Rosalind Oldous</i>		
29	<i>Ann Nichols</i>		
30			
31	<i>Laurel Snyder</i>		
32	<i>Verona Barrett</i>		
33			
34	<i>Calene W. Page</i>		
35	<i>Stewart Wright</i>		
36	<i>John G. ...</i>		
37	<i>Wendy ...</i>		
38	<i>Alip Ashcroft, David Ashcroft</i>		
39	<i>Donna Sedawick Prox by Gwendolyn Peterson</i>		
40	<i>Gwendolyn Peterson</i>		
41	<i>Donna Sedawick Prox by Gwendolyn Peterson</i>		
42	<i>Sandra Bodily</i>	<i>SANDRA BODILY</i>	
43	<i>Donna Sedawick</i>		
44	<i>Patricia Myers</i>		
45	<i>Myra ...</i>		
46	<i>Kathryn ...</i>		
47	<i>Scott ...</i>		
48			
49	<i>Henry ...</i>		
50			

EXHIBIT "A"

Plat Map

12 312 (1 of 2)

Walker Estates
A Community Development
A part of the Northwest 1/4 of Section 15, T4N, R2W, SLB8M, U.S. Survey
Syracuse City, Davis County, Utah



GREAT BASIN ENGINEERING, INC.
200 West 1000 South, Suite 100
Syracuse, Utah 84143
Phone: (435) 562-1111
Fax: (435) 562-1112

SEE NEXT PAGE
FOR NAMES

NW 1/4 SEC. 15 T.4N R.2W SALT LAKE MERIDIAN DAVIS COUNTY, UTAH R. 441-598	SUBDIVISION: WALKER ESTATES A COMMUNITY DEVELOPMENT	SCALE: 1" = 100' 	PREFIX 12-312 1 of 2 LAST #
	CITY: SYRACUSE LOTS: 1 - 50 & COMMON AREA		

EXHIBIT "B"

Bylaws

**BYLAWS OF WALKER ESTATES
ADULT COMMUNITY
HOMEOWNERS ASSOCIATION, INC.**

The following are the Bylaws of Walker Estates Adult Community Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and/or future Owners.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Walker Estates Adult Community Subdivision, of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the second or third Thursday in November of each year at a location and time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by US mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication, or (2) by hand-delivery, including affixing the notice to the front door of the Dwelling. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board, or by hand-delivery, including affixing the notice to the front door, of the Owner's Dwelling. Said notice is effective upon sending the email or electronic communication or

by hand-delivery. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least thirty percent (30%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of 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 a meeting at which all members entitled to vote on the action were present and voted.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is in full compliance with the terms and conditions of the Declaration and is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot 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 Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals. The members of the board consist of a President, 1st Vice President, 2nd Vice President, Secretary, and Treasurer. Each year a new 2nd Vice President will be elected, as the President leaves office. The 1st Vice President moves into the office of the President, the 2nd Vice President moves into the office of 1st Vice President. These positions will serve a total of three years. The position of Secretary will be voted on for odd numbered years and will serve for 2 years. The position of Treasurer will be voted on for even numbered years and will serve for 2 years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (50%) of the Owners of the 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 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 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.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or from the floor at the annual meeting. The Board shall accept as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.2 Election. The election of Directors shall be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be given by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than sixty (30) days.

Owners may attend regular meetings except when the Board is in executive session. Notwithstanding, the Board shall not be obligated to provide notice to Owners of Board meetings.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 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.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board may be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collecting the assessments;
- (d) Maintaining a bank account for the Association and designating required signatories;
- (e) Maintaining the Common Areas, Limited Common Areas and Facilities;
- (f) Adopting and amending rules and regulations;
- (g) Enforcing the Declaration, including the retention of legal counsel;
- (h) Commencing legal action when necessary;
- (i) Levying fines, sanctions and citations;
- (j) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (k) Purchasing and maintaining insurance;
- (l) Keeping books and records of the Association;
- (m) Making emergency repairs;
- (n) Managing parking;
- (o) Managing reasonable pet restrictions; and
- (p) Performing other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, second vice-president, secretary and treasurer, who shall at all times be members of the Board, or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election of officers shall take place at the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year, except for Secretary and Treasurer who will serve two (2) years. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the 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. Appointed officers must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. No person shall simultaneously hold more than one of the offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 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 Owners are carried out; shall sign all leases, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

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.

Second Vice-President: The second vice-president shall help to coordinate any social activity or event of the Association 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 Owners; keep appropriate current records showing the Owners of the Association together with their addresses. The secretary shall acquire any necessary insurance information on behalf of the Association and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the

Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant 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 at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

**ARTICLE X
AMENDMENTS, ORDER OF PRECEDENCE**

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within 60 days of the date the meeting is held; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within sixty (60) days of the date of the meeting; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Document or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration.
- (b) Any failure to obtain the proper number of votes required to pass a particular measure.

(c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

**ARTICLE XI
AMENDMENTS, ORDER OF PRECEDENCE**

Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding more than fifty percent (50%) of the total membership or by the written consent of more than fifty percent (50%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Davis County Recorder, State of Utah. 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 Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XII
FISCAL YEAR**

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

**WALKER ESTATES ADULT
COMMUNITY HOMEOWNERS
ASSOCIATION, INC.**
A Utah nonprofit corporation

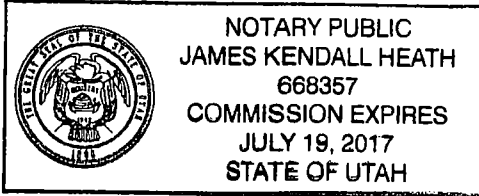
By: Sue Galbraith
Sue Galbraith
Its: President

**WALKER ESTATES ADULT
COMMUNITY HOMEOWNERS
ASSOCIATION, INC.**
A Utah nonprofit corporation

By: Janet Arrington
Janet Arrington
Its: First Vice President

**WALKER ESTATES ADULT
COMMUNITY HOMEOWNERS
ASSOCIATION, INC.**
A Utah nonprofit corporation

By: Mark Petersen
Mark Petersen
Its: Second Vice President



State of Utah County of Davis
Subscribed and sworn before me on 11-18-2013
James Heath (Date)
James Heath
(Notary Signature)