

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis

E 3252176 B 7515 P 763-781 A
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/18/2020 11:06 AM
FEE \$318.00 Pgs: 18 20
DEP RT REC'D FOR LAYTON CITY

**THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MECHAM MEADOWS** D

THIS THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MECHAM MEADOWS (this "Third Supplemental Declaration") is made as of May 14, 2020, by D.R. HORTON, INC., a Delaware corporation ("Declarant"), with reference to the following:

A. On December 20, 2018, Declarant caused to be recorded as Entry No. 3134903 in Book 7164, beginning at Page 326 in the official records of the Office of the Recorder of Davis County, Utah (the "Official Records"), that certain Declaration of Covenants, Conditions and Restrictions for Mecham Meadows (the "Original Declaration") pertaining to a residential subdivision known as Mecham Meadows.

B. On November 21, 2019, Declarant caused to be recorded as Entry No. 3205318 in Book 7394, beginning at Page 161 in the Official Records that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Mecham Meadows (the "First Supplemental Declaration").

C. On December 13, 2019, Declarant caused to be recorded as Entry No. 3210929 in Book 7408, beginning at Page 94 in the Official Records that certain Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Mecham Meadows (the "Second Supplemental Declaration").

D. The Original Declaration, as amended and supplemented by the First Supplemental Declaration and by the Second Supplemental Declaration, pertains to and affects all of that certain real property located in Davis County, Utah more particularly described on Exhibit A, which is attached hereto and incorporated by this reference (collectively referred to herein as the "Property").

E. Section 9.16(b) of the Original Declaration provides that until the expiration of the Class B Control Period, Declarant may unilaterally amend the Original Declaration for any purpose that Declarant deems to be in the best interest of the Project.

F. Article 11 of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time at any time, to subject some or all of the Additional Land described in the Original Declaration to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording a supplemental declaration in the Official Records.

G. Pursuant to Section 9.16(b) of the Original Declaration, Declarant desires to amend certain provisions of the Original Declaration as hereinafter set forth.

H. Pursuant to Article 11 of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit B, which is attached hereto and incorporated herein by this reference (the "Subject Property"), to the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration.

I. Declarant is executing and recording this Third Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, and for the purpose of subjecting the Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration.

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this Third Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, unless otherwise defined in this Third Supplemental Declaration.

2. Amendment of Section 2.44. Section 2.44 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.44 Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, all-terrain or off-road vehicle, commercial vehicle, or oversized vehicle, motor home, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other type of recreational, oversized, or commercial transportation vehicle, machine, or device of any kind.

3. Amendment of Section 6.3. Section 6.3 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3 Antennas, Satellite Dishes, Flag Poles, Flags and Banners. To the full extent permissible under state and federal law, no television, radio, shortwave, microwave, satellite, flag or other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot, Dwelling, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed so as not to be visible from the street, which means of screening or concealment shall be subject to the provisions of this Declaration and the regulation and prior approval of the Board of Directors. Notwithstanding the foregoing, the Board of Directors may not prohibit an Owner from displaying a United States flag or Utah State flag from a Dwelling or on a Lot, if the display complies with the United States Code, Title 4, Chapter 1, The Flag, and Utah Code Annotated §§ 57-24-101 and 57-24-102. The Owner of a Dwelling may install on such Owner's Lot

one flagpole no greater than 20 feet in height for the purpose of displaying a United States flag or Utah State flag. If an Owner desires to construct on such Owner's Lot more than one permanent flagpole with a maximum height of 20 feet as provided in the foregoing sentence, the Owner must obtain prior approval for such flagpole from the Board of Directors. In addition to the display by an Owner of a United States flag or Utah State flag as provided above in this Section 6.3, an Owner of a Unit may display on such Owner's Lot at any time a maximum of three (3) non-commercial flags or banners, with the maximum square footage of each such flag or banner being no greater than 15 square feet in size, provided that the display of such flags or banners complies with all applicable laws and ordinances. If an Owner of a Lot or Dwelling desires to display at any time more than three non-commercial flags or banners having a maximum size of 15 square feet per flag or banner, such Owner must obtain prior written approval from the Board of Directors. Notwithstanding the foregoing restrictions, this Declaration shall impose no limitations on the ability of Declarant to construct flagpoles within the Project and to display flags of such size as Declarant elects from any such flagpoles in connection with Declarant's efforts to market and sell Lots and Dwellings within the Project.

4. Amendment of Section 9.3(b). Section 9.3(b) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(b) Class B. The Class B Member shall be Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership shall terminate, and Class B membership shall convert to Class A Membership upon the happening of the earlier of the following (herein referred to as the "Event" or "Events"):

(i) Four (4) months after one hundred percent (100%) of the Lots have been sold; or

(ii) Ten (10) years after the recording of this Declaration in the Office of the Recorder of Davis County, Utah; or

(iii) When, in its sole discretion, Declarant so determines. If and when Declarant elects to relinquish control of the Association, Declarant shall send written notice of such relinquishment to the Class A Members of the Association, and Declarant, after giving such written notice to the Class A Members, shall Record an instrument voluntarily surrendering all rights to control activities of the Association, pursuant to Section 57-8a-502 of the Utah Code, as such Section may subsequently be amended or replaced. The effective date of such Event shall be the date Declarant Records such instrument.

From and after the happening of the first to occur of the Events, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot

owned, (ii) the Board of Directors shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board of Directors in accordance with Section 9.1 above.

5. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association. Attached to this Third Supplemental Declaration as Exhibit C is a copy of the Amended and Restated Bylaws of Mecham Meadows Owners Association, Inc. Section 2.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.6 Bylaws shall mean and refer to the Amended and Restated Bylaws of Mecham Meadows Owners Association, Inc., a copy of which is attached as Exhibit C to the Third Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Mecham Meadows.

6. Subject Property Subjected to the Original Declaration As Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, and as amended and supplemented by this Third Supplemental Declaration, and the Subject Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, and as amended and supplemented by this Third Supplemental Declaration, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof, and such provisions. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 2.42 of the Original Declaration.

7. Declaration Redefined. The Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, and as amended and supplemented by this Third Supplemental Declaration, shall collectively be referred to as the "Declaration." Except as amended by the provisions of this Third Supplemental Declaration, the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Third Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

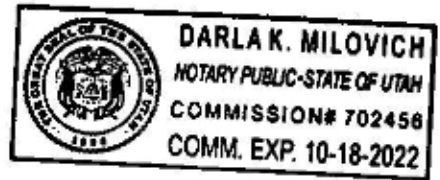
D.R. HORTON, INC.,
a Delaware corporation

By: _____
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 14 day of May, 2020, by Jonathan S. Thornley, in such persons' capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.

[Signature]
NOTARY PUBLIC



**EXHIBIT A
TO
THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MECHAM MEADOWS**

09-431-0101 thru Legal Description of the Property
0153

**PHASE 1
BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 10, and the NE1/4 of Section 9, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point on a Boundary Line Agreement recorded in Deed Book 6725 Page 47 of the Official Records of Davis County, located N0°07'20"E along the Section line 406.15 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence S89°48'00"W along said Agreement 121.44 feet to the easterly line of an 80.00 foot wide roadway (Fairfield Road) as defined and described in Deed Book 3074 Page 15 and Deed Book 3038 Pages 13 & 16; thence N0°23'30"E along said deeds and the easterly line of said roadway 100.34 feet to the southerly line of that Real Property described in Deed Book 2613 Page 744 of the Official Records of Davis County; thence along said deed the following 3 (three) courses and distances: S88°36'10"E 142.81 feet; thence N0°07'20"E 100.00 feet; thence N88°36'10"W 142.34 feet to the easterly line of said 80 foot roadway; thence N0°23'30"E along said roadway 49.64 feet; thence continuing along said roadway the following 4 (four) courses and distances as defined and constructed per the Fairfield Road Right-of way Dedication Plat, according to the Official Plat thereof on file in the Office of the Davis County Recorder: thence N89°58'27"E 20.96 feet; thence N0°01'33"W 180.00 feet; thence S89°58'27"W 10.00 feet; thence N0°01'33"W 211.71 feet; thence N89°58'27"E 11.87 feet; thence S63°00'21"E 104.57 feet; thence N09°40'32"E 39.96 feet; thence along the arc of a curve to the right with a radius of 229.00 feet a distance of 69.05 feet through a central angle of 17°16'36" Chord: N18°18'50"E 68.79 feet; thence S63°02'52"E 58.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 171.00 feet (radius bears: S63°02'52"E) a distance of 20.48 feet through a central angle of 06°51'44" Chord: S23°31'16"W 20.47 feet; thence East 564.13 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 171.00 feet (radius bears: N80°59'32"W) a distance of 1.57 feet through a central angle of 00°31'33" Chord: N08°44'41"E 1.57 feet; thence N08°28'56"E 5.13 feet; thence S81°31'04"E 58.00 feet; thence S69°07'30"E 168.06 feet; thence S20°42'10"W 61.84 feet; thence S09°30'20"W 51.50 feet; thence S20°42'10"W 367.95 feet; thence S69°30'43"E 106.51 feet; thence N10°28'27"E 24.88 feet; thence along the arc of a curve to the right with a radius of 229.00 feet a distance of 40.88 feet through a central angle of 10°13'43" Chord: N15°35'18"E 40.83 feet;

thence N20°42'10"E 5.56 feet; thence S69°17'50"E 58.00 feet; thence S89°28'57"E 449.05 feet; thence East 58.00 feet; thence South 28.45 feet; thence East 110.47 feet to the westerly line of WYNDOM HIGHLANDS No. 1 Subdivision, as monumented and constructed according to the Official Plat thereof; thence S0°00'20"W (record: South) along said plat 228.85 feet; thence N89°41'25"W (record: N89°41'45"W) along said plat 229.18 feet to the northwest corner of Lot 156 of said plat; thence S0°00'20"W (record: South) along said plat 0.93 feet to the northeast corner of LOVE ESTATES Subdivision, as monumented and constructed according to the Official Plat thereof; thence N89°32'21"W along said plat 753.48 feet to the northwest corner of Lot 11 of said plat; thence N01°22'00"E 60.16 feet; thence West 296.44 feet to a point on the said Boundary Line Agreement recorded in Deed Book 6725 Page 47 of the Official Records of Davis County; thence N76°11'00"W along said Agreement 188.01 feet; thence S89°48'00"W along said Agreement 15.80 feet to the point of beginning.

LESS AND EXCEPTING Beginning at a point located N00°07'20"E along the Section line 563.58 feet and East 48.56 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence North 83.29 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: N66°47'09"W) a distance of 212.84 feet through a central angle of 243°53'50" Chord: N34°50'14"W 84.85 feet; thence North 95.06 feet; thence East 541.00 feet; thence S20°52'30"W 113.37 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 21.59 feet through a central angle of 82°29'00" Chord: S62°07'00"W 19.78 feet; thence N76°38'30"W 11.61 feet; thence S13°21'30"W 58.00 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S13°21'30"W) a distance of 25.53 feet through a central angle of 97°31'00" Chord: S27°53'00"E 22.56 feet; thence S20°52'30"W 63.29 feet; thence West 397.95 feet to the point of beginning.

Net Area: 15.18+/- acres

09-440-0201 → PHASE 2 PLAT A 09-440-0244 →
BOUNDARY DESCRIPTION 0216 0254

A portion of the NW1/4 of Section 10, and the NE1/4 of Section 9, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point located N00°07'20"E along the Section line 999.94 feet and West 5.17 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence N63°00'21"W 104.57 feet; thence S89°58'27"W 11.87 feet to the easterly line of an 80.00 foot wide roadway (Fairfield Road); thence N00°01'33"W along said roadway as defined and constructed per the Fairfield Road Right-of way Dedication Plat, according to the Official Plat thereof on file in the Office of the Davis County Recorder 282.68 feet; to the south line of that Real Property described in Deed Book 2689 Page 1 of the Official Records; thence S89°48'48"E

818.02 feet along said deed and along the south line of the NW1/4 of the NW1/4 of said Section 10; thence South 99.67 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"E 21.21 feet; thence South 58.00 feet; thence West 6.08 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.34 feet through a central angle of 81°31'04" Chord: S49°14'28"W 19.59 feet; thence S08°28'56"W 85.24 feet to the Northerly line of MECHAM MEADOWS PHASE 1, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence along said plat the following 8 (eight) courses: 1) N81°31'04"W 58.00 feet; 2) S08°28'56"W 5.13 feet; 3) Southerly along the arc of a non-tangent curve to the right having a radius of 171.00 feet (radius bears: N81°31'06"W) a distance of 1.57 feet through a central angle of 00°31'33" Chord: S08°44'41"W 1.57 feet; 4) West 564.13 feet; 5) Northeasterly along the arc of a non-tangent curve to the right having a radius of 171.00 feet (radius bears: S69°54'36"E) a distance of 20.48 feet through a central angle of 06°51'44" Chord: N23°31'16"E 20.47 feet; 6) N63°02'52"W 58.00 feet; 7) Southerly along the arc of a non-tangent curve to the left having a radius of 229.00 feet (radius bears: S63°02'52"E) a distance of 69.05 feet through a central angle of 17°16'36" Chord: S18°18'50"W 68.79 feet; 8) S09°40'32"W 39.96 feet to the point of beginning.

Contains: 5.09 acres+/-

09-442-0217 →
0245

**PHASE 2 PLAT B
BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 10, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point located N00°07'20"E along the Section line 1,057.66 feet and East 689.07 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence N08°28'56"E 85.24 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 21.34 feet through a central angle of 81°31'04" Chord: N49°14'28"E 19.59 feet; thence East 6.08 feet; thence North 58.00 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: North) a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"W 21.21 feet; thence North 99.67 feet south line of that Real Property described in Deed Book 3197 Page 154 of the Official Records and the south line of the NW1/4 of the NW1/4 of said Section 10; thence S89°48'48"E along said deed 170.21 feet; thence N0°09'30"E 0.51 feet to the southwest corner of WYNDOM SQUARE PLANNED RESIDENTIAL UNIT DEVELOPMENT Phase 1, as monumented and constructed according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S89°50'30"E along said plat 440.96 feet to the westerly line of WYNDOM HIGHLANDS PHASE 3 Subdivision, as monumented and constructed according to the Official Plat thereof; thence along said plat following two (2) courses: (1) S0°21'28"W 285.29 feet; thence (2) S89°05'07"E 157.76 feet; thence S0°00'20"W

514.71 feet to the northeast corner of Lot 139 of MECHAM MEADOWS PHASE 1, as monumented and constructed according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence along said plat the following three (3) courses: (1) West 110.46 feet; thence (2) North 28.45 feet; thence (3) West 58.00 feet to the northeast corner of Lot 138 of said plat; thence North 88.63 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"W 21.21 feet; thence North 50.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: North) a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"E 21.21 feet; thence North 87.90 feet; thence West 202.98 feet; thence North 158.26 feet; thence East 40.67 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"E 21.21 feet; thence North 79.21 feet; thence S89°57'38"W 288.91 feet; thence S20°42'10"W 67.48 feet to the northeast corner of Parcel B of said plat; thence N69°07'30"W along said plat 168.06 feet to the point of beginning.

Contains: 6.90 acres+/-

EXHIBIT B
TO
THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MECHAM MEADOWS

Legal Description of the Subject Property

The Subject Property consists of that certain real property located in Davis County, Utah more particularly described as follows:

Mecham Meadows Plat 3.

09-445-0301 → 0318 **LOTS 301-318**

A portion of the NW1/4 of Section 10, and the NE1/4 of Section 9, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point located N00°07'20"E along the Section line 563.58 feet and East 48.56 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence North 83.29 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: N66°47'09"W) a distance of 212.84 feet through a central angle of 243°53'50" Chord: N34°50'14"W 84.85 feet; thence North 95.06 feet; thence East 541.00 feet; thence S20°52'30"W 113.37 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 21.59 feet through a central angle of 82°29'00" Chord: S62°07'00"W 19.78 feet; thence N76°38'30"W 11.61 feet; thence S13°21'30"W 58.00 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S13°21'30"W) a distance of 25.53 feet through a central angle of 97°31'00" Chord: S27°53'00"E 22.56 feet; thence S20°52'30"W 63.29 feet; thence West 397.95 feet to the point of beginning.

09-445-0319 → 0342 **LOTS 319-342**

A portion of the NW1/4 of Section 10, and the NE1/4 of Section 9, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point located N00°07'20"E along the Section line 544.94 feet and West 686.75 feet from the West 1/4 Corner of Section 10, T4N, R1W, S.L.B.& M.; thence N20°42'10"E 367.95 feet; thence N09°30'20"E 51.50 feet; thence N20°42'10"E 129.32 feet; thence N89°57'38"E 288.91 feet; thence South 79.21 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"W 21.21 feet; thence N89°58'49"W 40.67 feet; thence South 158.27 feet; thence East 202.98 feet;

thence South 87.90 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"W 21.21 feet; thence South 50.00 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: South) a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"E 21.21 feet; thence South 88.63 feet; thence N89°28'57"W 449.05 feet; thence N69°17'50"W 58.00 feet; thence S20°42'10"W 5.56 feet; thence along the arc of a curve to the left with a radius of 229.00 feet a distance of 40.88 feet through a central angle of 10°13'43" Chord: S15°35'18"W 40.83 feet; thence S10°28'27"W 24.88 feet; thence N69°30'43"W 106.51 feet to the point of beginning.

Gross Area: 7.88+/- acres

Tax Serial Number(s): _____

**EXHIBIT C
TO
THIRD AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MECHAM MEADOWS**

**AMENDED AND RESTATED BYLAWS OF MECHAM MEADOWS
OWNERS ASSOCIATION, INC.**

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the following are the Amended and Restated Bylaws of the Association, which is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Amended and Restated Bylaws of Mecham Meadows Owners Association, Inc., and these Amended and Restated Bylaws of Mecham Meadows Owners Association, Inc. amend, restate and replace in their entirety the original Bylaws of the Association dated December 19, 2018. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to be refer to the Amended and Restated Bylaws of Mecham Meadows Owners Association, Inc. Unless otherwise defined below, the capitalized terms set forth in these Bylaws shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Mecham Meadows, as supplemented and amended from time to time (the "**Declaration**").

**ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION**

1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in the Layton City, Davis County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 **Organizational Form.** If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 **Bylaws Applicability.** All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licenses, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

**ARTICLE 2
ASSOCIATION**

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots within Mecham Meadows.

2.2 Voting. Each Lot shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(b) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(c) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of each annual or special meeting of the Owners not less than ten (10) days in advance of such meeting. Each such notice shall state the purpose of such meeting as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice

in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice in a fair and reasonable manner.

2.8 Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association, if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by 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, as authorized pursuant to Section 16-6a-707, of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

ARTICLE 3 **BOARD OF DIRECTORS**

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors 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 may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than five (5) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial

Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, three members of the Board of Directors shall be elected by the Owners. Two members of the Board of Directors shall be elected for two year terms and one member of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, a Majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the Majority of all the Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the Majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the Majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Directors; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

3.13 Executive Session. The Board of Directors may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

ARTICLE 4 **OFFICERS**

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the

Board of Directors, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided, however, if a member of the Board of Directors is removed as an officer, he shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE 5 **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should it be deemed advisable or in the best interests of the Association.

ARTICLE 6
AMENDMENT TO BYLAWS

6.1 Amendment.

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

(i) this Section or the Articles of Incorporation or Bylaws:

(A) reserve the power exclusively to the Members in whole or part; or

(B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or

(ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Davis County, Utah.

ARTICLE 7
NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 8

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

8.4 Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8.5 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Lot, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power

