

430

Recorded at request of SECURITY TITLE COMPANY Order No. \_\_\_\_\_ Fee Paid 22.00  
Date JUN 16 1976 at 9:16 AM. MARGUERITE S. BOUINIE Recorder Davis County  
By James Gardner Deputy Book 625 Page 430

436079

DECLARATION OF RESTRICTIONS

*Lakeview Terrace  
Lakeview Terr. Phase 1 + 2*

MOUNTAIN SPRINGS CONSTRUCTION COMPANY OF UTAH, a Utah corporation, (hereinafter together with its successors and assigns collectively generally referred to as "Declarant"), owner of that certain real property situated in Davis County, Utah, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter generally referred to as said "Tract"), does hereby impose upon said real property restrictions, conditions, reservations and covenants as follows:

These provisions, covenants, conditions, reservations and restrictions shall apply to said land before a deed conveying said land to any buyer thereof shall be executed and delivered. Said deed shall be subject to all of said provisions, covenants, conditions hereof which shall run, in favor of each and every lot, parcel or portion of the Tract. Any conveyance of said Tract or any portion thereof accepted by any purchaser or grantee shall be and is expressly made subject to the terms, conditions, covenants and restrictions as hereinafter set forth, which shall apply to and be binding upon the parties to such conveyance, their heirs, devisees, legatees, executors, administrators, successors and assigns,  
to-wit:

1. Said tract shall be used for single, private-residence purposes only and each lot shall be limited to one single residence, including apurtenant garages and servant's quarters, and no structure shall be moved from any other place to or upon said Tract; no temporary dwellings, garage, servant's quarters or out-buildings shall be erected on said Tract before a residence thereon shall have been completed, nor shall any structure be erected or allowed on said tract which is not designed, built and maintained exclusively for private single family residential purposes or for making said premises more convenient for residence thereon, except the recreational areas for the club house, swimming pools, tennis courts, storage of recreational vehicles, etc. may be

Abstracted,  
 Indexed  
 Entered  
 Compared  
 On Mexican  
 Platted

*Mtn Springs  
P.O. Box 501, Btfl. Utah 84010*

improved and used by Declarant, for the enumerated and any and all other recreational purposes whatsoever as permitted by law.

2. That, except in the recreational area, no well for the production of, or from which there is produced, oil, gas or water, shall be dug or operated on said Tract, nor shall any machinery, appliance or structure be placed, operated or maintained thereon, except as may be usual and customary in connection with the maintenance of a private residence; nor shall any poultry, livestock, dog, cat or animal raising or care be permitted on said Tract except not more than two (2) small household pets; nor any manufacturing, repairing or storage business of any kind be conducted thereon; nor shall any excavation for stone, sand, gravel, or earth be made on said Tract, unless such excavation is necessary in connection with the erection of an approved structure thereon.

3. Declarant reserves all rights in and to the Creek and its banks and the right to alter and improve the same. Declarant shall have the right to impose rules and regulations, consistent with the water rights of others in the Creek, pertaining to the use thereof.

4. (a) No structure or fence shall be erected on said Tract, and none begun, nor any change made in the exterior design of any such improvements after original construction has been completed, unless and until complete plans and specifications showing the size, material, type and color scheme thereof, and the lot plan showing the proposed location of said structure and/or fence upon the lot, shall have been presented and approved in writing by Declarant, and a copy of said plans and specifications so approved shall have been filed with said Declarant.

(b) Any plans and specifications submitted to the Declarant shall be approved or disapproved by them, in writing, within sixty (60) days after submission. In the event Declarant fails to take any action within such period, they shall be deemed to have approved the material submitted; provided, however, that with respect to any such material which contemplates a variation or waiver of any of the requirements and regulations set forth in these restrictive covenants, such variation or

waiver shall be deemed to have been refused. In deciding whether to approve or disapprove plans and specifications submitted, the Declarant shall use their best judgment to insure that all improvements, construction, landscaping and all alterations on lots within the subdivision conform to and harmonize with the requirements and restrictions of this Declaration. Review and approval by the Declarant must be based upon the standards set forth in this Declaration. The Declarant shall consider not only the quality of the specific proposal, but also its effect and impact upon neighboring lots and upon the entire subdivision. Unless and until waived by Declarant in writing, all exterior maintenance and repair to improvements upon the tract and all landscaping care and maintenance of the Tract shall be performed and made by Declarant to preserve the integrity of the subdivision and the cost thereof shall be borne by the owners as hereinafter provided. The Declarant shall not be liable for damages by reason of any action, inaction, approval or disapproval by them with respect to this paragraph.

5. No tree larger than six inches in diameter shall be cut down or killed, or removed in any manner whatsoever, without first securing the written permission of Declarant. All trimming of trees must be done with care to preserve their life and beauty notwithstanding upon whose property the tree may be growing.

6. Easements for installation and maintenance of utilities, drainage facilities and private roads are or may be reserved as shown on the deeds, and purchasers and/or their successors in interest shall not interfere with the rights of the grantors or their successors or assigns to enter upon and utilize the said easements for the specific purposes indicated.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No motor vehicle or recreational vehicle shall be parked on the street overnight without the express written consent of Declarant. No recreational vehicle, boat or camper shall be parked on the Tract,

except in the recreational area as approved by Declarant in writing. No trailer, basement, tent, shack, garage, barn or other out-building shall be used at any time as a residence, temporarily or permanently.

9. The streets in said tract are private and they shall continue to be the property of Declarant, until such time as Declarant in their sole discretion shall convey title thereto as hereinafter provided. The right to ingress and egress upon the said streets may be strictly controlled. No property owner shall grant permission to any person, other than his own guests or business invitee, to go upon or use said streets without written permission from Declarant. All users of the streets shall observe and comply with Rules and Regulations promulgated by Declarant for the use thereof and the street ordinances of the City of Bountiful and/or the County of Davis, and all users thereof shall be subject to the jurisdiction of the City and County law enforcement agencies.

10. Declarant, in their sole and uncontrolled discretion, may transfer title in and to the private streets in the Tract to the contiguous property owners or to a non-profit organization, the Articles of Incorporation of which are attached hereto as Exhibit "B" and made a part hereof. Unless and until Declarant shall, by written assignment filed and recorded among the land records of Davis County, State of Utah, assign to the members of said non-profit organization the right to elect the Director thereof, Declarant shall have the right, in their sole and uncontrolled discretion, to elect the Directors thereof, including filling any vacancies that may occur in said Board of Directors. Declarant shall not be liable for the debts of said non-profit organization unless specifically assumed by them in writing.

11. Declarant may, in their sole and uncontrolled discretion, assign and transfer the "green areas" and other property, real or personal in said Tract or used in connection therewith to said non-profit organization.

12. Each property owner agrees, that by contracting to purchase

or by the acceptance of the deed to any lot within said Tract, he or she becomes a member of the said non-profit organization. Said non-profit organization shall have as its primary purpose the external repairs and maintenance of the improvements in the Tract and the landscaping care and maintenance of the streets, shrubbery and property as may be acquired by it. Each property owner shall comply with the rules and regulations of such organization, and will pay assessments imposed against his or her property in connection with the said repairs and maintenance, and recreational facilities made available for the property owners; provided, that any such assessments made by the said organization shall be in proportion to the amount of property owned by the person being assessed as hereinafter provided.

13. The said non-profit organization provided for shall have the right to employ any individual or individuals, for the purpose of working upon the said roads, maintaining and manning entrance gates to the area, planting and maintaining shrubbery along the sides of the streets, clerical work, etc., and shall have the right to regulate traffic upon the roads by maintaining a locked gate with a guard in attendance thereat. All expenses incurred by the said non-profit organization, including salaries of employees, supplies, tools, and any other costs incurred in carrying out the purposes of the said organization, shall be a charge against each lot or portion thereof in said tract in accordance with the formula hereinafter set forth in Paragraph 17.

14. All expenses incurred by Declarant, for exterior maintenance and repairs to improvements upon the Tract, in maintaining the streets, landscaping, care and maintenance of all the common areas in each phase of development, "green areas", and the maintenance and operation of the recreational areas and facilities including all property and other taxes and insurance, prior to the assumption of such duties by the non-profit organization hereinabove referred to, including the salaries paid to employees for clerical, maintenance, protection, etc., will be

a proper charge against all of the lots in said Tract, and the owners of lots, or portions thereof, in said Tract will be obligated to pay each month that portion of the total expenses incurred during the previous month assessed as hereinafter provided.

15. Declarant, to avoid confusion, may obtain Public Liability and Property Damage Insurance on the Tract and all improvements thereon with limits at \$50,000.00 for each person, \$100,000.00 for each accident, and \$50,000.00 property damage, and may obtain fire and hazard insurance on all improvements thereon, for such limits as they may deem appropriate insuring the parties as their intents may appear. (Declarant may place such insurance with such company as they deem appropriate and be paid commissions thereon for their own account).

16. Each property owner may obtain additional insurance provided Declarant is notified not less than ten (10) days before such insurance is obtained. To avoid conflicting claims, such additional insurance shall be obtained from the company writing the Tract policy, if practicable.

17. All assessments against property owners shall be determined as follows:

(a) The total area of the owner's property in the Tract shall be the numerator of a fraction, the denominator of which shall be the total improved area of the Tract, the resulting fraction to be multiplied times the total expense incurred, and the resulting sum will be the owner's share of the expense. Unimproved common areas and areas upon which a development plat has not been approved by all applicable government agencies to permit immediate construction of improvements thereon, shall be excluded from said determination.

18. All assessments shall be paid within thirty (30) days from the date made.

19. In the event a property owner fails to pay the amount charged against his property as provided for in this declaration, Declarant and/or said non-profit organization have a lien upon the said property and may enforce said lien in any manner allowed by law for the enforcement

of liens upon real property. Said lien shall have only such priority over other liens as it would be entitled to by reason of the date of the recording of such lien.

20. The purchasers of any portion of said tract shall indemnify and save Declarant, harmless from any liability for injuries or damages resulting from the condition of the streets immediately adjacent to the property being acquired by such purchasers.

21. No rubbish, or debris of any kind or character, shall ever be placed or permitted to accumulate upon said premises nor shall weeds be allowed to grow thereon so as to render said premises unsanitary, unsightly, offensive, or hazardous, or detrimental to other portions of said Tract. All trash receptacles shall be appropriately screened so they are not visible from the street and trash recepticals shall promptly be returned to the screened area after trash collection.

22. No garage door shall be permitted to remain open and electric garage door controls to open and close the garage doors shall be maintained in good working order at all times.

23. No hogs, sheep, bee hives, goats, cows, horses or mules will be permitted on said Tract including the streets thereof.

24. No incinerators or open fires shall be permitted upon any part of said Tract for any purpose whatsoever, except in the recreational area as may be permitted in writing by Declarant.

25. No lot, included in the area, covered by this Declaration of Restrictions, if sold as one parcel by Declarant, shall be subdivided or in any other way reduced in size by the purchasers thereof or their successor.

26. Nothing in this Declaration shall be construed as prohibiting or restricting the right of Declarant to erect and maintain upon said property a temporary building for use as an office for the sale and development of the property in the said Tract and other property adjacent to or in the vicinity of said Tract, or to utilize improvements in the recreational area for such purpose.

27. Each owner agrees that by the acceptance of the deed to any lots or portion of any lot in said Tract, he will grant to the Declarant, or to the non-profit corporation referred to in Paragraph 10 of the Declaration of Restrictions, if said non-profit organization and/or corporation is then in existence, the exclusive option to purchase the said lot, lots, or portion thereof, together with the improvements thereon, in the event the owner decides to sell said property, upon the same terms and conditions as set forth in each or any bona fide offer acceptable to the owner; and said owner or an agent of the owner shall personally serve notice upon the president of Declarant, or if the non-profit organization or corporation is then in existence, then the president of the non-profit corporation, a notice which contains among other things the names and addresses of the proposed grantees, together with a copy of complete terms and conditions of the offer. Said option shall extend for a period of ten (10) court days next following the date of actual receipt of said notice, and the recording in the office of the County Recorder in and for the County of Davis, State of Utah, an affidavit by the owner or an agent of the owner setting forth among other things the names and addresses of the proposed grantees, together with a statement that a copy of the offer setting forth all the terms and conditions of said offer has been served upon the Declarant, or if said non-profit organization and/or corporation is then in existence, upon an officer or director of said non-profit organization. In the event the Declarant, or the non-profit organization if it be in existence, desires to exercise said option, it must record in the office of the County Recorder in and for the County of Davis within said ten-day period, an affidavit signed by the Declarant, or in the event the non-profit corporation and/or organization is in existence, by one of the officers or directors of the non-profit organization, which affidavit shall set forth among other things that the Declarant or non-profit organization, whichever the case may be, desires to exercise their option and that it has served notice of the exercise of said option upon the owner.



28. Declarant shall have the right to establish an Architectural and Development Control Committee, consisting of three members appointed by Declarant, the function of which shall be to ensure that all external repairs, maintenance of improvements and all improvements of the property harmonize with existing and proposed surroundings and improvements and meet the terms of these restrictive covenants. One member of said committee shall be a licensed architect. Any vacancy in the committee shall be filled by Declarant.

29. Each owner of property in said Tract engaged in litigation versus Declarant, will pay all court costs, including attorney's fees, incurred by Declarant, in enforcing or interpreting any of the provisions of this Declaration of restrictions, including any action involving the property hereinabove described for specific performance, injunction, damages for breach of contract, quiet title, declaratory relief, or otherwise, whether such action or actions are commenced by or brought against the Declarant.

PROVIDED, that each and all of these covenants or conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants or conditions are recorded, after which time said covenants or conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy percent (70%) of the then owners of the Lots in said Tract has been recorded agreeing to change said covenants or condition in whole or in part.

PROVIDED, ALSO, that a breach of any of the foregoing conditions shall cause the lot to revert to the said Declarant, who shall have the right of immediate re-entry upon said property in the event of any such breach, and, as to the owner or owners of any other parcel or parcels, or part or parts thereof, of the Tract, the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenants or the continuance of any such breach may be enjoined,

abated, or remedied by said Declarant, or by any such owner or owners, but by no other person. The term "owner" shall include the bona fide owner or holder of any Contract of Sale for any portion of the property described above.

PROVIDED, ALSO, that a breach of any of said covenants and restrictions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property, or any part thereof, but such provision, restriction or covenant shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

PROVIDED, ALSO, that invalidation of any one of these covenants and conditions, or of any sentence, clause or phrase thereof, by judgment or order of any court, shall in no wise affect any of the other provisions which shall remain in full force and effect.

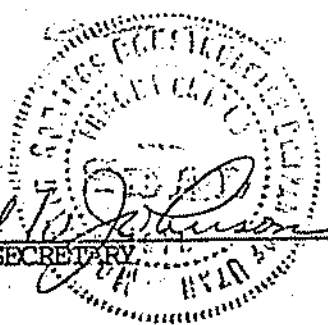
Declarant reserves the right to add additional tracts and parcels of and to the tract described in the Exhibit "A" attached hereto, and made a part hereof by filing and recording the amendment to this Declaration among the land records of Davis County, State of Utah describing said additional land, and, upon the filing and recording of the same, all of the rights, privileges, terms and conditions of this Declaration shall apply equally to said tract as though originally specified herein for all purposes, including, but not limited, to the determination of assessments pursuant to paragraph 17 hereof and membership in the non-profit organization as provided in paragraph 12 hereof.

Nothing contained herein or in the plans and specifications for other areas owned by Declarant shall give rise to any obligation on the part of Declarant to so improve such areas and Declarant may improve such areas as it deems appropriate in its sole and uncontrolled discretion.

This Declaration of Restrictions may be amended by Declarant by filing an amendment among the land records of Davis County, State of Utah.

MOUNTAIN SPRINGS CONSTRUCTION  
COMPANY OF UTAH

ATTEST:

  
*Paul W. Johnson*  
Asst. SECRETARY

By *Charles G. Sincer*  
PRESIDENT

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

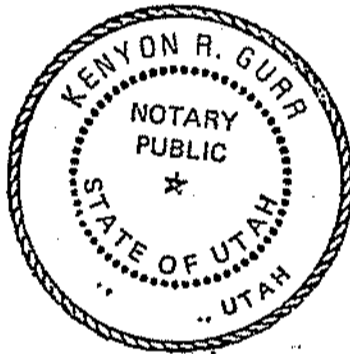
On this 15 day of ~~February~~<sup>June</sup>, 1976, before me, the undersigned Notary Public, personally appeared CLAUDE G. SINCLAIR and Mark W. Johnson, the President and <sup>Asst.</sup> Secretary respectively of MOUNTAIN SPRINGS CONSTRUCTION COMPANY OF UTAH, a Utah corporation, known to me to be the persons who signed the foregoing for and on behalf of said Corporation, and acknowledged to me that said Corporation executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Kenyon R. Gurr  
NOTARY PUBLIC, residing in Salt Bountiful  
~~Salt Lake City~~, Utah

My commission expires:

April 4, 1978



## EXHIBIT "A"

ALL of LAKEVIEW TERRACE PHASE ONE, and all of LAKEVIEW TERRACE PHASE TWO, Planned Unit Developments, being a portion of Lot 62, LAKEVIEW TERRACE SUBDIVISION, a subdivision of part of Sections 28 and 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, Utah, according to the official plats thereof recorded in the office of the County Recorder of Davis County, Utah.

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EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

LAKEVIEW TERRACE OWNERS ASSOCIATION

We, the undersigned, natural persons over the age of twenty-one (21) years, acting as the incorporators of a non-profit corporation under the laws of the State of Utah, and in particular, under the Utah Non-Profit Corporation and Cooperative Association Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I - NAME

The name of this corporation is: LAKEVIEW TERRACE OWNERS ASSOCIATION.

ARTICLE II - DURATION

The corporation shall have perpetual existence.

ARTICLE III - PURPOSES

The purposes for which the corporation is formed are:

- (a) To exercise, promote, manage and protect the privileges and interests of the residents and owners of residential property in a private subdivision or subdivisions operating as a non-profit corporation exclusively for civic purposes within the meaning of Section 503(c)(4) of the Internal Revenue Code of 1954, as amended, (or corresponding provisions of any future United States Internal Revenue Law);
- (b) To do and perform those duties necessary and incidental to the management of common areas and facilities in said

subdivision or subdivisions and to the enforcement of that Declaration of Restrictions for Lakeview Terrace Subdivision which Declaration was recorded on the 16<sup>th</sup> day of June, 1976, among the land records of the County of Davis, State of Utah as Entry No. 436079 in Book 605 at Page 430, et seq.

(c) To engage in whatever contracting work is necessary and incidental to the repair and maintenance of roads, drains, ditches, other common areas and facilities and landscaping in private subdivisions.

(d) To act as Trustee under any trust incidental to the principal objects of the corporation, and to receive, hold, administer and expend funds and property of the corporation, subject to such Trust.

(e) To enter into, make, perform and carry out contracts of every kind for any of the purposes of the corporation without limit as to amount, with any person, firm, association, corporation or governmental agency.

(f) To purchase, lease as lessee, take in exchange, receive by gift, devise or bequest, operate, improve, repair, alter or otherwise deal in, use and enjoy, and to mortgage, deed in trust, pledge and otherwise encumber, and to sell, assign, transfer, convey, exchange, lease as lessor and otherwise dispose of any and all property of any and every kind or description, real, personal or mixed, and any and all rights, interests and privileges therein, including shares of stock,

bonds and securities of other corporations, without limit as to amount and wheresoever situated, either within or without the State of Utah.

(g) To borrow money and contract debts for any of the purposes of this corporation, without limit as to amount and with or without security therefor; to issue bonds, notes, debentures or other obligations of this corporation from time to time, for any of the objects or purposes of this corporation or in connection with its business, and to secure the same by mortgage, pledge, deed of trust or otherwise, or to issue the same unsecured, and to pledge, sell or otherwise dispose of any or all such bonds, notes, debentures and other obligations of this corporation for any of its corporate purposes.

(h) To carry out all or any part of the foregoing objects and purposes as principal or agent, either alone or in conjunction with any agent, person, firm, association or any other corporation, and in any part of the world; and in carrying on its business and for the purpose of attaining or furthering any of its lawful objects or purposes, to make and perform such contracts of any kind and description, to do all such lawful acts and things, and to exercise any and all such powers, as a natural person could lawfully make, perform, do or exercise, provided that the same be not inconsistent with the purposes of this corporation or with the laws of the State of Utah or of the United States of America.

(i) The business or purpose of this corporation is, from time to time and at any time, to do any one or more of the acts and things herein set forth, and to have and exercise all of the powers, rights and privileges now or hereafter conferred by the laws of the State of Utah upon corporations formed under the laws pursuant to and under which this corporation if formed, as such laws are now in effect or may at any time hereafter be amended.

#### ARTICLE IV - POWERS

The foregoing statement of purposes shall be construed as objects, powers and purposes, and it is expressly provided that the foregoing enumeration of specific powers and purposes shall not be held to limit or restrict in any manner the powers of this corporation.

In furtherance of the purposes described above, but not in limitation thereof, the corporation shall have the power to engage in any and all lawful activities and for such purposes as from time to time determined by the Board of Directors and as allowed by the Utah Non-Profit Corporation and Cooperative Association Act as presently enacted or hereafter amended and shall have all powers allowable by the laws of the State of Utah.

#### ARTICLE V - MEMBERS

That the authorized number and qualifications of its members, classes of membership, conditions of membership, and the rights, privileges and liabilities of members, shall be provided in the By-Laws of this corporation, which, except as otherwise expressly provided in these Articles, shall govern the conduct of the affairs of this corporation insofar as permitted by Law.



That no member of this corporation shall be subject to any assessment or liability by reason of membership, other than the payment of such membership fees and dues as may be specified in the By-Laws of this corporation.

ARTICLE VI - DIRECTORS

For purposes of these Articles of Incorporation, the Board of Trustees shall be referred to as the Board of Directors and trustees shall be referred to as directors. The corporation shall be governed by its Board of Directors. The number of directors of the corporation shall be at least three (3) and not more than fifteen (15). The number of directors of the corporation may be increased, decreased or changed within this range in the manner provided in the by-laws or amendments thereto. The number of the initial directors of the corporation shall be three (3) and the names and street addresses of the persons who shall serve as the initial directors are the following:

Claude G. Sinclair	739 Arcadia Avenue Arcadia, California
John H. Kelly	2434 Beacon Drive Salt Lake City, Utah 84108
Albert E. Mann	218 East 1500 South Bountiful, Utah 84010

ARTICLE VII - ACTION WITHOUT A MEETING

Any action required by law to be taken at a meeting of directors of this corporation and any action which may be taken at a meeting of directors of this corporation may be taken without a meeting

if a consent in writing, setting forth the action so taken, shall be signed by all of the directors. Such written consent shall have the same force and effect as the unanimous vote of the directors.

ARTICLE VIII - PLACE OF BUSINESS  
AND REGISTERED AGENT

The initial principal office of the corporation shall be c/o Parsons, Behle & Latimer, at 79 South State Street, Salt Lake City, Utah 84147. The initial registered agent at such address is James B. Lee, Esq..

ARTICLE IX - INCORPORATORS

The names and addresses of the incorporators of the corporation are as follows:

Claude G. Sinclair	739 Arcadia Avenue Arcadia, California
John H. Kelly	2434 Beacon Drive Salt Lake City, Utah 84108
Albert E. Mann	218 East 1500 South Bountiful, Utah 84010

The initial by-laws for the corporation shall be adopted by the incorporators within six (6) months of the date these Articles are filed with the Utah Secretary of State.

ARTICLE X - PROHIBITIONS

At all times, and notwithstanding any change in name, merger, consolidation, reorganization, termination, dissolution, or winding up of this Corporation, voluntary or involuntary, or by operation of law, or any other provisions hereof:

(a) The Corporation shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that will prevent it at any time from qualifying and continuing to qualify as a Corporation described in Section 501(c)(4) of the Internal Revenue Code of 1954, as amended, hereinafter referred to as the Code; nor shall it engage directly or indirectly in any activity which would cause the loss of such qualification.

(b) No part of the assets or net earnings of the Corporation shall ever be used, nor shall the Corporation ever be organized or operated for purposes that do not exclusively promote social welfare within the meaning of Section 501(c)(4) of the Code.

(c) The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

(d) At no time shall the Corporation engage in any activities which are unlawful under the laws of the United States of America, the State of Utah, or any other jurisdiction where its activities are carried on.

(e) No compensation, loan, or other payment shall be paid to any officer, board member, creator, or organizer of the Corporation, or substantial contributor to it, except as reasonable compensation for services rendered and/or as a reasonable allowance for authorized expenditures incurred on behalf of the Corporation; and no part of the assets or net earnings, current or accumulated, of the Corporation shall

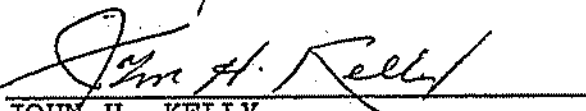
ever be distributed to or divided among such person, or inure, be used for, accrue to or benefit any such person or private individual.

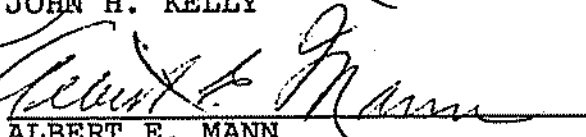
ARTICLE XI - DISSOLUTION

Upon the termination, dissolution, or winding up of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to, and only to, one or more organizations having either exclusively charitable, religious, scientific, or educational purposes or a primary purpose to promote social welfare or only for exempt purposes as described in Sections 501(c) (3) and (4) of the Code.

IN WITNESS WHEREOF, we have subscribed our names this 15<sup>th</sup>  
~~October~~ <sup>June</sup> day of ~~October~~, 1976.

  
 \_\_\_\_\_  
 CLAUDE G. SINCLAIR

  
 \_\_\_\_\_  
 JOHN H. KELLY

  
 \_\_\_\_\_  
 ALBERT E. MANN

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

I, the undersigned Notary Public, hereby certify that Claude G. Sinclair, John H. Kelly and Albert E. Mann personally appeared before me, and being sworn by me, declared that they were the persons

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who signed the foregoing instrument as the incorporators and that the statements therein contained are true.

*Kenyon R. Gurr*  
NOTARY PUBLIC

Residing at Bountiful, Utah

My commission expires:

4-4-78

