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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
BY: ZJM, DEPUTY - WI 46 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BATEMAN FARMS PLANNED UNIT DEVELOPMENT**

THIS DECLARATION made and executed this 31st day of January, 2000, by McARTHUR HOMES AT BATEMAN FARMS, LC, a Utah Limited Liability Company with its principal place of business located in South Jordan, Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of Property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, THE BATEMAN FARMS HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth.

I. DEFINITIONS

1.1. Association shall mean and refer to the Bateman Farms Homeowner's Association, a Utah nonprofit corporation.

1.2. Board shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

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1.3. Common Areas shall mean and refer to that part of the Property which is not included with the Lots intended for Single Living Units as set forth in Paragraphs 1.6 and 1.7 below and which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and fixtures and other personal property owned by the Association when the context so requires. The Common Areas are specifically described and identified in the Plat of the Bateman Farms PUD as parcels "B" through "E" and parcels "G" through "K".

1.4. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.5. Development shall at any point in time mean, refer to, and consist of the PUD then in existence.

1.6. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.7. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; (b) which is not to be dedicated to any governmental entity; and (c) which is intended to be used as the site of a single Living Unit.

1.8. Member shall mean and refer to every person who holds a membership in the Association. However, were a Lot may be owned by more than a single person, the term "Member" with regard to representation within the Association shall in no case carry any greater weight than a single person. Likewise, in determining the constitution of a quorum only a single person from each individual Lot shall be counted toward the necessary percentage of Members required.

1.9. Mortgage shall mean any mortgage, deed of trust or trust deed of the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.10. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.11. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot; provided, however, that the Owner or Owners of each Lot shall be entitled to only one vote in the Association as set forth hereafter. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.12. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subject to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of this Declaration constitutes the Parcel.

1.13. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the PUD created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. Recorded concurrently with this Declaration is a subdivision plat of Bateman Farms PUD, and executed and acknowledged by Declarant on JANUARY 19, 2000, and creating separately numbered Lots. Said subdivision plat constitutes a Plat.

1.14. Property shall mean and refer to all of the real property which is covered by a Plat.

1.15. PUD or Planned Unit Development shall mean and refer to the entire residential planned unit development which is created and covered by a Plat.

1.16. Subdivision shall mean and refer to the entire residential planned unit development which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

2.1. Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration consists of the following-described real property situated in West Jordan, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as

Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereof; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

III. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership Ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member; or

(b) The expiration of Seven (7) years after the date on which the first conveyance to a Lot purchaser is made.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of the such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless

an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4. Record of Ownership. Except for the Developer and Owners purchasing directly from the Developer, every person who becomes an Owner shall promptly cause to be duly filed of record with the Association the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, with a transfer fee of \$25.00, and the secretary of the Association shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1 Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2 Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within the Bateman Farms PUD, as identified in the Plat recorded in Book _____, at Page _____, of the official records of the Salt Lake County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to the common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Salt Lake County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3 Transfer of Title. Declarant agrees to convey to the Association title to the various common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

4.4 Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Architectural Control Committee to approve and designate the point of access from a Lot to the streets in accordance with the requirements of Article VIII.

(c) The right of West Jordan and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or 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. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Lots and (ii) by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose written or printed notice setting forth the purpose of the meeting and the action proposes shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. 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; and (b) the personal obligation of the person who is the Owner 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 concerning 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 such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys 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.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the

Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the common Areas; maintenance, repair and improvements of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Maximum Monthly Assessment. As of the date under Section 5.7, each Lot shall be subject to a monthly assessment of not more than sixty dollars (\$60.00). From and after the date set under Section 5.7, the maximum monthly assessment may be increased or decreased so long as the change is assented to by not less than a majority of the members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Trustee of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

5.4. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5.5. Reimbursement Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner of occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a) or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or 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. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

5.6. Uniform Rate of Assessment. Except as provided in Section 5.5 above, monthly and special assessments shall be fixed at a uniform rate for all Lots. Declarant, for each unsold Lot owned by it in the development, shall not be required to pay monthly assessments.

5.7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of the first Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of due date thereof shall be deemed late and subject to a late fee of \$15.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5.8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.9. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.10. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

VI. DUTIES AND POWERS OF THE ASSOCIATION/BOARD OF TRUSTEES

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation (attached hereto as Exhibit "B"), the Bylaws (attached hereto as Exhibit "C"), or this Declaration; the Association shall have the obligation and

duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The Association shall accept all Owners as members of the Association.
- (b) The Association shall accept title to all Common Areas conveyed to it by Declarant.
- (c) The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas.

As provided in Section 7.13, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

(d) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(e) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

(f) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining an repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulation.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas , and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas (and exterior repairs of Living Units upon Lots to the extent necessitated by the failure of Owners of such Lots) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

v. Any services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) The Board may delegate by resolution or contract to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

6.3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Board may also adopt additional Architectural Guidelines for the construction of Living Units. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with the provisions herein regarding the enforcement of land use restrictions.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5. Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Bateman Farms Homeowner's Association for use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

(b) A policy or policies insuring the Owners, the Association, and its trustees, officers, agents, and employees against any liability incident to the ownership, use

or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$500,000 for any one person injured; \$3,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

i. In addition to the insurance described above, the Association shall secure and all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

ii. All policies shall be written by a company holding rating of "AA" or better from Best's Insurance Reports.

iii. The Association shall have the authority to adjust losses.

iv. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

v. Each policy on insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective trustees, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended or invalidated due to the conduct of the Association or of any trustee, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

6.6. Quorum. Except as may otherwise be provided herein or by statute, more than forty percent (40%) of the Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the Percentage Interest in attendance at the meeting in person or by proxy.

6.7. Board of Trustees. The affairs of the Association shall be governed by a Board composed of at least three (3) but no more than fifteen (15) persons elected by the Association. The minimum and maximum number of persons on the Board may be changed by amendment to the Bylaws of the Association. The Board shall have the power to manage the affairs of the Association in accordance with this Declaration and the Bylaws. The Declarant may appoint and remove all members of the Board, all officers of the Association and exercise all powers and responsibilities delegated by this Declaration toward the Association, its officers and the Board as long as Declarant is the holder of any Class B stock in the Association.

The Common Areas and Facilities of the PUD shall be managed, operated, and maintained by the Association through the Board exclusively as agent of, and in the name of, the Association and any act performed by the Board pursuant to this Declaration or the Bylaws, as the same may be amended from time to time, shall be deemed to be performed by the Board for and on behalf of the Association as its agent. The Association shall be responsible to keep all such Common Areas and Facilities in good, clean, attractive, safe and sanitary condition, order, and repair; provided however, that each Owner shall keep their Lot and Living Unit in a clean, sanitary, and safe condition. In addition to any other authority or power of the Board enumerated elsewhere in this Declaration or the Bylaws, the Board shall have, and is hereby granted, the following authority and powers to perform their duties:

- (a) The authority, without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar non-exclusive easements over, under, across and through the Common Areas and Facilities.
- (b) The authority to execute and record, on behalf of all the Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment.
- (c) The power to sue and be sued.
- (d) The authority to enter into contracts which in any way concern the Association, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained.
- (e) The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.
- (f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (g) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Board deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.

(h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$5,000.00 without the prior written approval of a majority of the Owners at a meeting duly called at which a quorum is present.

(i) The authority to promulgate such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Common Areas are maintained and used in a manner consistent with the interest of the Owners.

(j) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent of the Association.

Any instrument executed by the Board that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

6.8. Manager. The Board may carry out any of its functions which are capable of delegation through a Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Association for the benefit of the Owners and shall, to the extent permitted by law and the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board itself. Any agreement for such professional management of the Association which may be entered into by the Board or the Association, shall call for a term not to exceed one (1) year and may be renewed for successive one (1) year periods and if entered into by the Declarant shall call for a term from one (1) to three (3) years and may be renewed for successive terms of between one (1) and three (3) years.

6.9. Composition of Board. The Board shall be composed of between three and fifteen members. At or after the first annual meeting of the Association, five members of the Board shall be elected. The term of office of Board members shall be as set forth in the Bylaws. The Board Members shall hold office until their respective successors have been elected and hold their first meeting. Only Owners, and agents of Corporate Owners shall be eligible for Board membership.

VII. USE RESTRICTIONS

7.1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit except as provided in Rules and Regulations adopted by the Board. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any

other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Building Features and Materials.

(a) Garages. Garages must be fully enclosed and must accommodate a minimum of two cars. Carports are not acceptable substitutes for garages.

(b) Roof. Roof material shall be restricted to wood shingles or shakes, slate, tile, twenty-five year or architectural grade asphalt, fiberglass or other materials approved by the Architectural Control Committee.

(c) Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the approval of the Architectural Control Committee.

(d) Fences and Walls. Subject to the exceptions set forth below and except as to fences installed by Declarant, fencing shall be installed by each Lot Owner on rear and side yards and shall be constructed of wrought iron, wood or vinyl in accordance with the guidelines established by the Architectural Control Committee.

Fences shall not extend past the front of any Living Unit. On corner Lots, the fence on the side Lot line adjacent to the street shall not be closer than 15 feet to that side Lot line.

(e) Mechanical Equipment. Air conditioning units and swamp coolers are not permitted on roofs or through windows unless screened from view and approved by the Architectural Control Committee.

(f) Site Grading and Drainage. West Jordan requires that each Lot Owner retain on his own Lot, water runoff in accordance with the approved Bateman Farms PUD Grading and Drainage Plan submitted by the Declarant in connection with its application for subdivision approval.

(g) County and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Architectural Guidelines.

(h) Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers shall not be permitted on any Lot.

7.4. Landscaping of Lots and Parking Strips.

(a) Landscaping shall be installed in front yards between the front lot line of the Living Unit and the back of the curb on the entire width of the Lot, excluding the driveway and the sidewalk. On corner Lots, landscaping shall be installed in the areas between the back of the curb and the side line of the Living Unit between the back of the curb on the front of the Lot and the rear property line which are visible from the public right-of-way. This required landscaping shall be complete within nine (9) months of first occupancy of the Living Unit.

(b) The landscaping set forth in subparagraph (a) above shall include at least one tree and a combination of lawn, shrubs, and ground cover. Ground cover may include vines, low spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or nonliving organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, type, size and placement of landscape elements shall be determined by the Lot Owner.

(c) Within twelve (12) months of first occupancy of the Living Unit, landscaping shall be installed in the side and rear yards of the Lot, except as required within nine (9) months under subparagraph (a) above, and shall include a combination of trees, lawn, shrubs and ground cover.

(d) The Developer shall provide one 2-inch caliper tree to be planted in the parking strip of each Lot and the Lot Owner shall be responsible to see that it is planted, irrigated and maintained. Lot Owners may plant additional trees in the parking strip provided they are of the same variety of tree and as allowed by West Jordan City ordinances.

7.5. Recreational and Other Large Vehicles. Unless stored in enclosed garages, no boats, trailers, large trucks and commercial vehicles belonging to Owners or other residents of the Property shall be parked within the Development, except temporary parking not to exceed forty-eight (48) hours. No motor vehicles of any kind shall be repaired, restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle must be kept in an enclosed garage.

7.6. Pets. No animals other than household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Architectural Control Committee. Any Owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as the Board by resolution or as regulation may provide.

7.7. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- (a) Recreational use by Owners and occupants of Living Units and their guests.
- (b) Beautification of the Development.
- (c) Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Architectural Control Committee.

7.8. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better).

7.9. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.10. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, down spouts, and exterior building surfaces.

7.11. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the employment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

7.12. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- (a) Such signs as may be required by legal proceedings.

(b) Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.

(c) A "For Sale" or "For Rent" sign, to the extent permitted by the Board.

7.14. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Control Committee. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection.

7.15. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property;
- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.16. Acknowledgment and Notice Regarding Lots Adjacent to North Jordan Canal. Declarant acknowledges and Owners are hereby notified that certain Lots within the Subdivision are adjacent to property owned by the North Jordan Canal Company and which are located on the west side of the North Jordan Canal. North Jordan Canal Company does not presently provide, nor does it anticipate providing in the future, weed control or surface maintenance to those properties. Declarant will provide a six foot (6'-0") high vinyl coated chain link fence along the Lot lines which form the boundary between the Subdivision and the North Jordan Canal Company properties. The responsibility for maintaining and/or rebuilding the fence shall be borne solely by the Owners of the Lots adjacent to the North Jordan Canal Company property and not by the Association, North Jordan Canal Company, or Declarant, its agents or assigns.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonable necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

VIII. ARCHITECTURAL CONTROL

8.1. Architectural Control Committee. The Board of Trustees of the Association may appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Architectural Guidelines which shall be from time to time adopted by the Board.

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the PUD.

8.4. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association and the remaining set of plans will be returned to the property owner.

The following architectural review fees (made payable to the Association) are required with the submittal of plans and specifications: \$100.00 for architectural, fencing and lighting drawings.

All plans and specifications shall be approved or disapproved by it in writing within twenty (20) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

8.5. Dirt, Debris and Damage. Any Owner performing any construction, landscaping, etc., shall ensure the clean-up of all dirt and debris caused thereby, and shall pay for any damage to landscaping, streets or other property within the PUD. If an Owner fails to ensure such clean-up or fails to pay for such damage, the Association shall have the authority to contract for any such clean-up or repair and the cost thereof shall be assessed as a Special Assessment against the Lot of the Owner as provided herein. This section is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the PUD, which is caused by an Owner or his agents in the construction of improvements or in the maintenance of the his Lot and Living Unit.

8.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within Bateman Farms PUD shall be submitted and approved by the

Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

Bateman Farms
McArthur Homes at Bateman Farms, LC
c/o Don McArthur
9948 South Redwood Road
South Jordan, Utah 84095

The Board of Trustees of The Bateman Farms Homeowners Association has the authority to change the address for the submittal of plans and specifications.

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

i. The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

ii. The front yard of each Lot shall be landscaped within a period of one (1) year following completion or occupancy of the Living Unit.

iii. Side and rear yards shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling.

If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the activity.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the lot. During the construction period, each spaces and driveways.

Each property owner and builder shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use, other lots or any open spaces. All construction vehicles and machinery shall be parked only in areas designated by the Architectural Control Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) subject to the limitation of Section 7.4(b), that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable all Common Areas of the PUD, all approximately in the location shown on the Plat.

IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

9.2. Abandonment, Termination, Etc. Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the Development or to abandon or terminate the arrangement which was established by the Declarant and the Plat;

(b) To partition or subdivide any Lot or the Common Areas;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas; or

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3. Notice of Substantial Damage or Destruction. The Association shall notify all holders of any first mortgage lien or equivalent security interest on a Lot in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4. Condemnation of Eminent Domain Proceedings. The Association shall give written notice to all holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

9.5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6 Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 1, Article V shall be subordinate to the lien of any First Mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a lot who comes into possession of the Lot by virtue of foreclosure of such first Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgage Lot.

9.7. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment. This limitation on amendments shall not apply to any amendment executed for the sole purpose of subjecting additional land to the terms of this Declaration and to the control of the Association.

9.8. Mortgagees' Rights to Inspect Association Records. The holders of first Mortgages shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

X. MISCELLANEOUS

10.1 Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage

prepaid, to the person who appears as a member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing.

10.2 Amendment. Subject to the provisions of Section 9.7 of Article IX of this Declaration any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth herein), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

Any Amendments proposed for the sole purpose of subjecting additional land to the terms of this Declaration and to the control of the Association are subject to the Declarant's sole discretion. Any such amendment shall be accomplished through the recordation of an instrument executed by the Declarant.

10.3 Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes

outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Lot are secured, the consent of none of such Members shall be effective.

10.4. Lease Provision. Any Owner may lease his Lot and such buildings as are situated thereon; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

10.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the property may be assigned.

10.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of each class membership. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities indicated on the Plat within seven (7) years of the filing of this Declaration in the office of the County Recorder of Salt Lake County, Utah.

10.8. Enforcement by City. If the Association fails to maintain the Common Areas, in good order and condition, West Jordan shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforce ability of the remainder hereof.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision

hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or un-enforce ability of any portion of this Declaration shall not affect the validity or enforce ability of the remainder hereof.

10.10. Property Part of Development. The Property shall comprise the Bateman Farms PUD.

10.11. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot or in the Common areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

10.13. Disputes with Declarant. No right of cause of action, as against Declarant, shall arise by virtue of this Declaration to the benefit of any individual Owner or group of Owners, whether past or present, or the Association.

Any dispute which shall arise between the Declarant and any individual Owner, group of Owners, or the Association and relating to the Property shall be settled by arbitration before and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction thereof.

Any dispute which shall arise between the Declarant and present or past individual Owners or groups of Owners of the Association or the Association, shall be subject to the following limitations:

(a) If the dispute relates to defects or conditions of any parcel of property and/or the improvements thereon, Declarant reserves the right at its sole option to buy back the subject property and improvements thereon or any portion thereof in full settlement and release of all claims or causes of action arising from defects or conditions of the property or portion of property for an amount equal to the amount of the purchase price plus the cost of any improvements made subsequent to purchase for which clear proof of the costs can be provided.

(b) No dispute, claim or controversy shall be formally commenced, filed or initiated prior to 60 days from the date that Declarant has been served a written notice of claim which clearly enunciates the claimant(s) name(s), address(es), and

phone number(s), the circumstances or issues being complained of, the relief sought, and the basis for concluding that Declarant is responsible therefor. In the event that Declarant responds by serving upon the claimant(s) a written proposal for curing the circumstances or issues being complained of within the 60 days, then the time period prior to which any dispute, claim or controversy shall be formally commenced, filed or initiated shall be increased an additional 30 days within which the claimant(s) may respond. In the event that Declarant fails to respond within 60 days or the claimant(s) fail(s) to respond within 30 days as described above, the dispute, claim or controversy may be formally commenced.

(c) No dispute shall be commenced by the Association against the Declarant, the builders of the improvements on the Property, or the Developer without vote or agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated.

None of the foregoing provisions may be subsequently amended without vote or agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated and written consent by the Declarant.

EXECUTED the day and year first above written.

McARTHUR HOMES AT BATEMAN FARMS, LC

By: McARTHUR HOMES, INC.

Its Manager

By:



DONALD R. McARTHUR, President

STATE OF UTAH }
 }ss.
COUNTY OF SALT LAKE }

On the 31st day of January, 2000, personally appeared before me Donald R. McArthur, who being by me duly sworn, did say that he is the President of McArthur Homes, Inc., which is the Manager of McArthur Homes at Bateman Farms, LC, and that said instrument was acknowledged on behalf of said McArthur Homes at Bateman Farms, LC, by authority, and said Donald R.

McArthur duly acknowledged to me that he as such President of said corporation and executed the same on behalf of McArthur Homes, Inc. as manger of McArthur Homes at Bateman Farms, LC

Donna L. Morgan

NOTARY PUBLIC

Residing at: West Jordan, Utah

My Commission Expires:

7-20-03

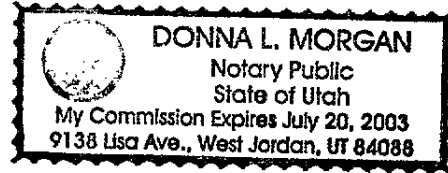


EXHIBIT A

BK8340PG1389

EXHIBIT "A"

BATEMAN FARMS PHASE 1

Beginning at a point that is North 00°00'50" East 834.282 feet along the Section line from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00'50" East 306.964 feet along the Section line; thence South 89°59'10" East 180.000 feet; thence South 00°00'50" West 306.921 feet; thence West 180.000 feet to the point of beginning.

BATEMAN FARMS PHASE 2

Beginning at a point that is North 00°00'50" East 467.453 feet from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00'50" East 366.829 feet along the Section line; thence East 180.000 feet; thence South 00°00'50" West 17.079 feet; thence South 89°59'10" East 270.000 feet; thence South 00°00'50" West 11.000 feet; thence South 89°59'10" East 109.976 feet; thence South 00°00'50" West 20.296 feet; thence South 89°59'10" East 160.000 feet; thence North 00°00'50" East 36.519 feet; thence East 110.000 feet; thence North 00°00'50" East 70.000 feet; thence North 72°17'37" East 52.490 feet; thence East 110.000 feet; thence North 00°00'50" East 93.797 feet; thence South 82°11'13" East 141.307 feet; thence North 00°00'50" East 119.621 feet; thence North 61°15'59" West 27.817 feet; thence North 28°44'01" East 172.748 feet; thence South 63°39'30" East 196.243 feet; thence South 55°46'58" East 118.209 feet; thence South 26°34'14" East 286.032 feet; thence South 13°31'37" East 179.535 feet; thence South 02°30'01" West 53.030 feet; thence South 15°41'09" West 90.027 feet; thence South 09°14'26" East 138.702 feet; thence North 75°40'05" West 228.845 feet; thence North 83°45'40" West 333.038 feet; thence South 72°48'10" West 396.344 feet; thence North 66°24'06" West 86.116 feet; thence North 42°43'13" West 83.000 feet; thence North 06°38'01" East 64.800 feet; thence South 84°19'44" West 136.500 feet; thence West 235.957 feet; thence South 00°00'50" West 61.416 feet; thence North 89°59'10" West 197.002 feet to the point of beginning.

-POOR COPY-
CO. RECORDER

BK 8340 PG 1390

EXHIBIT "A" (continued)

BATEMAN FARMS PHASE 3

Beginning at a point that is North 00°00'50" East 1367.338 feet from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00'50" East 110.739 feet; thence South 89°59'10" East 47.000 feet to a point on a 25.000 foot radius curve to the left, center bears South 89°59'10" East with a turned angle of 96°37'50"; thence 42.163 feet along the arc of said curve; thence 83°23'00" East 114.624 feet to a point on a 175.000 foot radius curve to the left, center bears North 06°37'00" West with a turned angle of 13°38'01"; thence 41.641 feet along the arc of said curve; thence North 69°44'59" feet to a point on a 325.00 foot radius curve to the right, center bears South 20°15'01" East with a turned angle of 24°38'55"; thence 139.815 feet along the arc of said curve; thence South 85°36'06" East 38.598 feet; thence North 07°17'41" West 100.611 feet; thence North 83°23'00" East 420.336 feet; thence South 14°25'03" East 53.052 feet; thence South 32°22'11" East 193.403 feet; thence South 50°54'30" East 129.661 feet; thence South 63°39'32" East 175.898 feet; thence South 28°44'01" West 172.748 feet; thence South 61°15'49" East 27.817 feet; thence South 00°00'50" West 119.621 feet; thence North 82°11'13" West 141.307 feet; thence South 00°00'50" West 93.797 feet; thence West 110.000 feet; thence South 72°17'37" West 52.490 feet; thence South 00°00'50" West 70.000 feet; thence West 110.000 feet; thence South 00°00'50" West 36.519 feet; thence North 89°59'10" West 160.000 feet; thence North 00°00'50" East 20.296 feet; thence North 89°59'10" West 109.976 feet; thence North 00°00'50" East 335.000 feet; thence North 05°29'17" West 124.574 feet; thence North 07°17'41" West 179.289 feet; thence North 85°36'06" West 48.947 feet to a point on a 275.000 foot radius curve to the left, center bears South 04°23'54" West with a turned angle of 24°38'55"; thence 118.305 feet along the arc of said curve; thence South 69°44'59" West 3.954 feet to a point on a 225.000 foot radius curve to the right, center bears North 20°15'01" West with a turned angle of 13°38'01" thence 53.539 feet along the arc of said curve to a point on a 84.394 foot radius curve to the left, center bears South 06°37'00" East with a turned angle of 12°05'41"; thence 17.815 feet along the arc of said curve; thence South 71°17'19" West 27.124 feet to a point on a 110.000 foot radius curve to the right, center bears North 18°42'41" West with a turned angle of 12°05'41"; thence 23.220 feet along the arc of said curve; thence South 83°23'00" West 60.158 feet to a point on a 25.000 foot radius curve to the left, center bears South 06°37'00" East with a turned angle of 83°22'10"; thence 36.377 feet along the arc of said curve; thence North 89°59'10" West 47.000 feet to the point of beginning.

EXHIBIT B

ARTICLES OF INCORPORATION OF THE BATEMAN
FARMS HOMEOWNERS ASSOCIATION

BK8340PG1392

ARTICLES OF INCORPORATION

**BATEMAN FARMS HOMEOWNERS ASSOCIATION,
A UTAH NON-PROFIT CORPORATION**

We, the undersigned, natural persons of the age of eighteen (18) years or more, acting as incorporators of a corporation under the laws of the State of Utah, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

Corporate Name

The name of the Corporation is BATEMAN FARMS HOMEOWNERS ASSOCIATION.

ARTICLE II

Duration

The term of corporate existence is perpetual.

ARTICLE III

Purposes and Powers

Section 1. The purpose of this corporation shall be to provide for the preservation of the values and amenities of the Bateman Farms PUD, to maintain and administer the Common Areas, to collect and disburse the assessments and charges provided pursuant to the Declaration of Covenants, Conditions and Restrictions filed in the office of the county recorder of Salt Lake County, Utah, and otherwise to administer and enforce the provisions of said Declaration.

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Specifically, the corporation is not for profit of any member or official or to deal in merchandise or services provided or sold by its membership.

Section 2. This Corporation is formed under the general non-profit corporation law of the State of Utah and does not contemplate the distribution of gains, profits or dividends to the members thereof.

ARTICLE IV **Membership**

Every Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any one of the separately numbered and individually described plots of land described on a Plat of the Bateman Farms PUD, which is intended to be owned individually and which is intended to be used as the site of a single Living Unit, shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

ARTICLE V **Stock**

No shares of stock shall be issued.

ARTICLE VI **Powers**

The Corporation shall have all the powers prescribed by law for non-profit corporations in the State of Utah.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the

Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments for expenses incurred in furtherance of the purposes set forth in Article III hereof. Notwithstanding any other provisions of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any further federal tax code, or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE VII
Principal Place of Business

The corporation's initial principal place of business shall be located at:

Bateman Farms
McArthur Homes at Bateman Farms, LC
c/o Don McArthur
9948 South Redwood Road
South Jordan, Utah 84095

ARTICLE VIII
Registered Agent

The name and address of the Corporation's initial registered agent is: DAVID A. McARTHUR, 9948 South Redwood Road, South Jordan, Utah 84095.

ARTICLE IX
Board of Trustees

Section 1: Number of Trustees. The number of Trustees of this Corporation shall be no less than three (3) nor more than fifteen (15), as fixed from time to time by the By-laws of the

Corporation. The number of Trustees constituting the initial Board of Trustees of the Corporation shall be five (5).

Section 2: Qualification and Election of Trustees.

The Corporation shall be governed by a Board of Trustees which shall be elected subject and pursuant to the applicable provisions contained in the Bylaws. Only Owners, and agents of Corporate Owners shall be eligible for Board membership.

Section 3: Officers of the Corporation. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board. The offices of Secretary and Treasurer may be held by one and the same person. Each officer shall be elected by the Board at a meeting duly held and constituted.

Section 4: Initial Trustees: The initial Board of Trustees shall consist of the following five (5) Trustees:

Donald R. McArthur		9948 South Redwood Road South Jordan, Utah 84095
David A. McArthur	President	9948 South Redwood Road South Jordan, Utah 84095
Steven D. McArthur	Vice-President	9948 South Redwood Road South Jordan, Utah 84095
Ronald S. McArthur		9948 South Redwood Road South Jordan, Utah 84095
Patricia A. Hall	Secy/Tres.	9948 South Redwood Road South Jordan, Utah 84095

ARTICLE X
Governance

The Board may appoint officers and trustees to serve the balance of any unexpired term. Also, the Board may conduct the general affairs of the Corporation.

The Board may also appoint, or delegate the appointment of, other committees reasonably necessary to accomplish the purposes of the Corporation.

ARTICLE XI
Dissolution

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII
Incorporators

The name and address of the incorporator is:

David A. McArthur	President	9948 South Redwood Road South Jordan, Utah 84095
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ARTICLE XIII
By-Laws

The By-Laws of the Corporation shall be adopted and may be amended as provided therein.

BK 834D PG 1397
BK 834D PG 1397

IN WITNESS WHEREOF, the undersigned, hereby declares, under penalty of perjury, that the statements made in the foregoing Articles of Incorporation are true and correct.

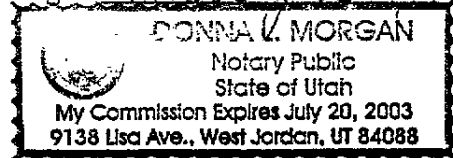
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

DA
DAVID A. McARTHUR, Incorporator and President

SUBSCRIBED AND SWORN to before me this 31st day of January, 2000.

Donna L. Morgan
NOTARY PUBLIC
Residing at: *West Jordan Utah*

My Commission Expires:
7-20-03



ACKNOWLEDGMENT OF REGISTERED AGENT

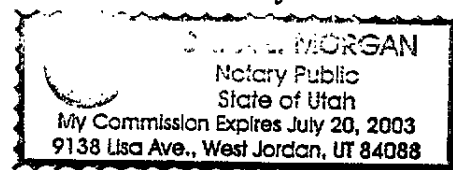
I hereby accept appointment as the initial Registered Agent for Bateman Farms Homeowners Association.

DA
David A. McArthur

SUBSCRIBED AND SWORN to before me this 31st day of January, 2000.

Donna L. Morgan
NOTARY PUBLIC
Residing at: *West Jordan, Utah*

My Commission Expires:
7-20-03



Articles of Incorporation

-COPY-
CO. RECORDER

BK 8340 PG 1398

EXHIBIT C

BYLAWS OF THE BATEMAN FARMS HOMEOWNERS ASSOCIATION

BK8340PG1399

BYLAWS

BATEMAN FARMS HOMEOWNERS ASSOCIATION A UTAH NON-PROFIT CORPORATION

ARTICLE I

PLAN OF LIVING UNIT OWNERSHIP

1. Submission. The Property located in Salt Lake County, Utah, has been submitted to the requirements of the Declaration of Covenants, Conditions & Restrictions of Bateman Farms PUD recorded in the Office of the County Recorder of Salt Lake County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Subdivision".

2. Definitions. The definitions contained in the Declaration are hereby incorporated into these Bylaws and shall apply to the common terms referred to herein.

3. Bylaws Applicability. All present and future Owners and tenants, as well as their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Common Areas, shall be subject to these Bylaws and to the Rules and Regulations of the Association. Acquisition, rental or occupancy of any of the Living Units on the Lots within the Subdivision shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations and will comply with them.

4. Office. The office of the Association and of the Board shall be located at the Subdivision or at such other place as may be designated from time to time by the Board. However, the initial office shall be at the offices of the Declarant, McArthur Homes at Bateman Farms, LC.

ARTICLE II ASSOCIATION

1. Composition. Each Owner shall automatically, upon becoming the Owner of a Lot, be a Member of the Association and shall remain a Member of said Association until such time as the ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership is appurtenant to and may not be separated from Lot ownership. The Board or its delegate may require that a member provide proof of ownership as a condition of recognition. All Members are subject to all the rights and duties established in the Declaration, Articles of Incorporation and these Bylaws of the Association. Unless otherwise provided in these documents, the Declarant, for all unsold Lots in the Project, enjoys the same rights and is subject to the same duties as other Members. All of the Members, acting as a group in accordance with the Declaration and these Bylaws, shall constitute the Association. Except as to those matters which the Declaration specifically requires to be performed by the vote of the Members, the administration of the Association shall be performed by the Board.

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2. Voting. Unless specifically provided for herein or otherwise properly amended, voting rights of the Members shall be governed by the guidelines set forth in the Declaration.

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 and stated in the notice of the meeting.

4. Annual Meeting. The first annual meeting shall be set by the Declarant. Thereafter, the annual meeting of the Association shall be held in July of each year, the specific date and time to be fixed by the Board. If the annual meeting is to be held at a place other than at the principal office of the Association, the place of meeting shall be at a location in Salt Lake County, Utah, and shall be specified in the notice of meeting.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association within six weeks if so directed by resolution of the Board or, after all of the Board has been elected by Members other than Declarant, or upon a petition signed and presented to the Secretary by Members having not less than twenty percent (20%) of the votes of all Members in existence at the time the vote is taken. The notice of any special meeting shall state the time, place and general purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to personally deliver or mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Members, at least twenty (20) but not more than thirty (30) days in advance of such meeting and (b) each special meeting of the Members at least ten (10) but not more than twenty (20) days in advance of such meeting, stating the general purpose thereof as well as the time and place where the meeting is to be held, to each Member of record, at the address of their respective Living Units and at such other address as each Member may have designated by notice in writing to the Secretary as of the time of mailing or delivering the notice. The delivery or mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. A Member 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 have fully paid all due installments of assessments made or levied against him and his Lot by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Member, or, in cases where the Member is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Member or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable

without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less three (3) days before the meeting.

9. Quorum. Except as may otherwise be provided herein or by statute, more than forty percent (40%) of the Members shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the Members in person or by proxy.

10. Order of Business. The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading, of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Board Members, if applicable; (h) unfinished business; and (i) new business.

11. Conduct of Meeting. The President, or in his absence the Vice-President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

ARTICLE III BOARD OF TRUSTEES

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provision of the Declaration and may do all such acts and things as are not by these Bylaws directed to be exercised and done by the Association. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Subdivision and its Common Areas provided such Rules and Regulations shall not be in conflict with the Declaration or these Bylaws. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board.

2. Composition of Board, etc. The provisions relating to the composition of the Board, the terms of office, and other provisions regarding the Board, are set forth in the Declaration.

3. Election and Term of Office the Board. At the first annual meeting of the Association, subject to the provisions of Section 2 of this Article III, the five members of the Board shall be elected. The term of office shall be fixed at two years for those three persons receiving the greatest number of votes, for one year for those two persons receiving the next greatest number of votes. Thereafter terms of office of new members shall be staggered so that at any annual meeting of the Members new Board members must be elected. The Board Members shall hold office until their respective successors have been elected and hold their first meeting. The number of Board members may be changed upon amendment of these Bylaws but shall be no more nor no less than stated in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions.

4. Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board. The offices of Secretary and Treasurer may be held by one and the same person. Each officer shall be elected by a majority vote of the Board at a meeting duly held and constituted.

5. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Board at the meeting at which such Board Members were elected, and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting provided that a majority of the whole Board shall be present thereat.

6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least three such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Board shall be given to each member of the Board, personally, by mail or by telephone, at least three (3) business days prior to the day named for such meeting, and such notice shall state the time, place and purpose of the meeting.

7. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days notice to each member of the Board. Such notice shall be given personally, by mail or by telephone, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Board Members.

8. Waiver of Notice. Before or at any meeting of the Board, any Board 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 Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at

any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Quorum. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuance of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board caused by any reason other than removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board members present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association; provided that the vacancy of any Board member designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. Removal of Board Members. A Board 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 is present, by an affirmative vote of a majority of the votes represented and voting. Any Board member whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Board may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. Compensation. No Board member shall receive any compensation from the Association for acting as such.

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

14. Report of Board. The Board 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.

15. Fidelity Bonds. The Board shall require that all officers, agents (including any professional manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Board shall provide fidelity insurance coverage as required by the Declaration.

ARTICLE IV
FISCAL YEAR

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31.

ARTICLE V
TRANSFER OF CONTROL BY DECLARANT

The Declarant shall relinquish all special rights, expressed or implied, through which Declarant may directly or indirectly control, direct, modify, or veto any action of the Association, its Board or a majority of Members, and control of the Association shall pass to the Members, other than Declarant, not later than the earlier of the following:

- (i) 120 days after the date by which ninety percent (90%) of the Lots, in all phases, either recorded or unrecorded, have been conveyed to the Lot purchasers, or
- (ii) Seven years from the date on which the first conveyance to the first Lot purchaser is made.

ARTICLE VI
AMENDMENT TO BYLAWS

1. Amendments. Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by a vote of at least sixty-five percent (65%) of the Members at any regular or special meeting at which a quorum is present, provided that Notice of the proposed amendment shall have been given to each Member simultaneously with the notice of such meeting or (ii) pursuant to a written instrument duly executed by at least fifty-one percent (51%) of the Members; provided, however, that (a) any provision relating to the selection of members of the Board by the Declarant, (b) any provision providing that the Declarant, so long as it is the Owner of one or more Lots, may vote the votes appurtenant thereto, and (c) this Section 1 of Article VI, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall own one or more Lots. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Lots, no amendment to the Bylaws or Rules and Regulations may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Lots.

2. Recording. A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Salt Lake County, Utah within 45 days of the modification.

3. Conflicts. No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Members shall be bound to abide by such modification or amendment.

4. Approval of Mortgages. The Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees of Lots. Such provisions in the Declaration are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, all Mortgagees shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a Mortgagee (including a Mortgagee's use of a secondary mortgage market, i.e., the saleability of Mortgages to one of ultimate mortgage purchasing corporations) shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding Mortgages on the Lot, it shall be sufficient for this purpose to obtain the written consent of the Mortgagee or Mortgagees holding mortgages on seventy-five percent (75%) or more of the Lots encumbered by Mortgages.

ARTICLE VII NOTICE

1. Manner of Notice. 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 if sent by U. S. Mail, first class postage prepaid (i) if to an Owner, at the address of his Living Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Board or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Members comprising the Board pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Declaration or of these Bylaws, 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 VII
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These Bylaws are subordinate 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.

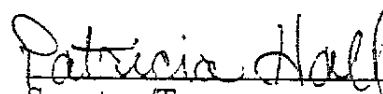
2. Severability. These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances 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.

3. Waiver. No restrictions, conditions, 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.

4. 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.

5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

THESE BYLAWS are adopted this 31st day of January, 2000.



Secretary/Treasurer

Bateman Farms Homeowners Association