

E# 936548 BK 1429 PG 606  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 AUG 6 9:14 AM FEE 40.50 DEP JB  
REC'D FOR CENTERVILLE CITY

**RETURNED**

**AUG 6 1991**

DECLARATION OF PROTECTIVE COVENANTS  
FOR

THE WILLIAMSBURG ESTATES SUBDIVISION PLAT "A",

WHEREAS, BENCHMARK REAL ESTATE COMPANY, is the owner and processor of the following described property situated in Davis County, Utah.

All of WILLIAMSBURG ESTATES SUB. PLATS "A" and "B" and "C", Salt Lake Meridian, in the City of Centerville, according to the official plat thereof.

And it is Benchmark's desire and intent to place certain restrictions on the lots included within said subdivisions, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivisions shall be henceforth conveyed subject to the following:

1. No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and two stories in height and a private garage for not less than 2 nor not more than 4 cars.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevation and to meet Centerville City Requirements. No fence shall be erected or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Architectural Control Committee is composed of BRENT A. NELSON, LEE H. NELSON, and SUSAN S. NELSON. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Any lot owner may apply for a variance to covenants by

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submitting in writing to Architectural Committee any necessary changes.

The Committee's approval or disapproval of any plan or variance to any of the covenants as required in these covenants, shall be in writing. In the event of the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been duly complied with.

3. No dwelling shall be permitted on any lot at a cost of less than \$55,000.00 plus lot, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. The ground floor area of the main structure of a one story dwelling shall not be less than 1100 square feet. For a dwelling of more than one story, not less than 1000 square feet (main floor area) for a full two story, and for multiple level dwellings, a living room - bedroom level of not less than 1100 square feet. Dwellings shall be constructed with a minimum of 20% masonry or stone on the main floor. For the purposes of this document, "main floor" shall mean the kitchen, living room and bedroom levels if the home is a rambler, bi-level or split entry and it excludes the upstairs bedroom level in a 2 story home. The architectural control committee may have the option of waving any of the above requirements if a given style of a home dictates a certain exterior treatment. The price, size, and garage requirements, however, cannot be waived.

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line, The minimum distance from the main building of the rear lot line shall be 20 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line in accordance with Centerville City Zoning Ordinance. Centerville City can modify or change any of the above requirements.

4. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other

material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Buyers hereby warrant that they have reviewed the curb and gutter and sidewalks that are adjacent to and are part of the lots being purchased and accept the curb, gutters and sidewalks in their current condition. Buyers also warrant the curb, gutter, and sidewalk to be free from defects to Centerville City for a period of two years from the dated of closing of the purchase of said lots.

It is understood by all parties that a subsurface drain system has been installed by the Developers in accordance with Centerville City ordinances and that a Home Owners Association has been established to maintain the system. All Purchasers hereby agree to join said Home Owners Association and participate in any costs or obligations created thereby. All homes shall install subsurface drains around the footing of their homes and tie said drains into the existing subsurface drain located in the street adjacent to the lot. Maintenance of subsurface drains on each lot will be the sole responsibility of each lot owner.

5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line or an area of less than 8500 square feet, or such minimum as determined by Centerville City.

6. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes line, outbuildings or storage of any articles which are unsightly in the opinion of the Benchmark Architectural Control Committee will be permitted unless it is in an enclosed area built and designed for such purposes. No automobiles, trailers, motor homes, recreational vehicles, boats, or other vehicles are to be stored on the streets. Nor shall such vehicles be stored on front or side lots unless they are in running condition, properly licensed, and are being regularly used.

7. No structure of a temporary character, trailer, basement home, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No lot shall be used as or maintained as a dumping ground

for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

9. No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulation. A total of two dogs and/or cats are permissible provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises and under handlers control.

10. Each lot is to be landscaped within 18 months of its initial purchase or within 12 months of the occupancy dated of any structure built upon said lot. Landscaping of lots shall be considered complete when the first 30' of the lot is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris.

Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced by the owners expense.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

12. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within

such distance so such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

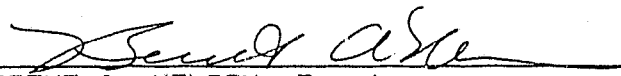
14. It is understood that those lots bordering the stream channel on Porters Land (400 South), will have a chain link fence installed along the north property line be the developer. The fence will remain with the lots and will be the sole responsibility of each lot owner adjacent to the stream to maintain the fence bordering his lot in good condition. It is also understood that the fence cannot be removed without written permission being obtained first from Centerville City.

15. These covenants are to run with the land and shall be binding on all persons and parties claiming under them for a period of thirty years from the date these covenant are recorded, after which time said covenants are to automatically extended for successive periods of ten years unless and instrument signed by a majority of the owners of the lots has been recorded changing said covenants in whole or in part.

16. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

17. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS THIS 9 DAY OF July, A.D. 1991

  
BRENT A. NELSON, Trustee

  
LEE H. NELSON, Trustee

  
SUSAN S. NELSON, Trustee

STATE OF UTAH

COUNTY OF DAVIS

On the 9 day of July, A.D., 1991,  
personally appeared before me BRENT A. NELSON, LEE H. NELSON,  
and SUSAN S. NELSON, Trustees, the signers of the above  
instrument, who duly acknowledged to me that they executed  
the same.

COMMISSION EXPIRES:  
RESIDING AT: 11-1-94

53811.7506  
BY, L.V.

*[Handwritten Signature]*  
NOTARY PUBLIC  
NOTARY PUBLIC  
MIRIAM BISSINGER  
My Commission Expires  
November 1, 1994  
STATE OF UTAH



IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees  
of Williamsonburg Estates (Indivision) Plat # 64 C Homeowners Association, have hereunto  
set their hand the 9<sup>th</sup> day of July, 19 91.

E# 936548 BK 1429 PG 612

[Signature]

[Signature]

[Signature]

ACKNOWLEDGEMENT

STATE OF UTAH

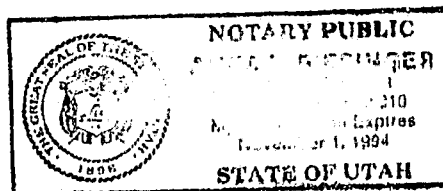
COUNTY OF DAVIS

On the 9 day of July, 19 91, personally  
appeared before me Barry H. Nelson, Lee H. Nelson & Susan S. Nelson,  
known to me to be the signers of the within and foregoing Bylaws of the  
Williamsonburg Estates (Indivision) Plat # 64 C Homeowners Association, who duly  
acknowledged to me that they executed the same.

[Signature]  
Notary Public

Residing at: 5387 N. 7500 E. P.O. Box 168

My Commission Expires: 11-1-94



BY-LAWS

OF

# 936548 BK 1429 PG 613

THE WILLIAMSBURG ESTATES SUBDIVISION PLATS "A", "B", & "C"

HOMEOWNERS ASSOCIATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of Williamsburg Homeowners Association, hereby adopts the following Bylaws.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit organization is Williamsburg Homeowners Association, hereinafter called the "Association".

1.02. Offices. The initial principal office of the Association shall be at 1288 North Hwy 89, Farmington, Utah 84025.

ARTICLE II

DEFINITION

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms used in these Bylaws shall have the meanings ascribed to them in the Declaration of Building and Use Covenants Conditions and Restrictions for Williamsburg Estates Subdivision Plats A, B & C, a residential subdivision, hereinafter referred to as the "Declaration".

ARTICLE III

MEMBERS

3.01. Annual Meetings. The Annual Meeting of the Members shall be held on the first day of April of each year, at the hour of 6:00 P.M., for the purpose of electing Trustees and transacting such other business as may properly come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause such elections to be held at a Special Meeting of the Members as soon as it may be conveniently held thereafter. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02. Special Meetings. Special Meetings of the Members may be called by the President, or upon the written request of Members holding not less than thirty percent (30%) of the total votes in the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board



of Trustees or the President.

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3.03. Place of Meetings. The Board of Trustees may designate any place within the State of Utah as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Trustees. A Waiver of Notice, signed by all Members entitled to vote at a meeting, may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made or if a Special Meeting is otherwise called, the place of the meeting shall be at the Project.

3.04. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and in case of a Special Meeting, the purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, to each Member of Record entitled to vote at the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails addressed to the Member at his registered address, with first class postage thereon prepaid.

3.05. Members of Record. Upon purchasing a Lot in the Project, each owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such owner, which copy shall be maintained in the records of the Association. The persons appearing in the record of the Association as the owners of record of a Lot or Lots in the Project shall be deemed to be the members of Record entitled to notice of, and to vote at the meeting of the Members.

3.06. Quorum. At any meeting of the Members, the presence of the Members holding, or holders of proxies entitled to cast more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or proxy), even though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of the business.

3.07. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy shall have been executed in writing by the Member or his duly authorized attorney thereto. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereto duly authorized in writing. Such instrument authorizing a proxy shall be filed with the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote shall have the right to cast, in person or proxy, one (1) vote for each Lot owned by such Member, as shown in the Declaration,. Unless a greater proportion is required by the Articles of Incorporation of the Association, these bylaws, the Declaration, or Utah law, the affirmative vote of a majority of the votes entitled to be cast by the Members present shall be necessary for the adoption of any matter voted upon by the Members. The election of Trustees shall be

by secret ballot. If a membership is jointly held, all or any of the holders thereof may attend each meeting of the members, but such holders thereof must act unanimously to cast the votes relating to their joint membership.

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3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof.

3.11. Waiver of Notice. Any notice required to be given to a member may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall for all purposes be equivalent to the giving of such notice.

#### ARTICLE IV

##### BOARD OF TRUSTEES

4.01. General Powers. The property, business and affairs of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association whether derived from law or the Articles of Incorporation of the Association, except such powers as are by law, by the Articles of Incorporation of the Association, by these Bylaws, or by Declaration vested solely in the Members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, function and powers as are properly delegable.

4.02. Number, Tenure and Qualifications. The number of Trustees shall be three(3). The initial Board of Trustees specified in the Articles shall serve until such time as the Members of the Association hold a meeting for the purpose of electing Trustees. At the first meeting of the Members held for the purpose of electing Trustees, The Members shall elect three (3) Trustees to serve as follows: One Trustee shall be elected to serve for a term of two (2) years; and one Trustee shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, except the initial Trustees specified in the Articles of Incorporation, must be Members of the Association.

4.03. Regular Meetings. A regular meeting of the Board of Trustees shall be held without other notice than that by this By-Law immediately after, and at the same place as, the Annual Meeting of Members. The Board of Trustees may provide by resolution the time and place, either within or without the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.04. Special Meetings. Special Meeting of the Board of Trustees may be called by, or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place within the State of Utah, as the place for holding any special Meeting of the Board of Trustees called by such person or persons. Notice of any Special Meeting shall be given at least five (5) days previously thereto by written notice delivered personally or mailed to each Trustee at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

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4.05. Quorum and Manner of Acting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a board and the individual Trustees shall have no power as such.

4.06. Compensation. No Trustee shall receive compensation for any service that he render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.07. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose.

4.08. Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee (other than a Trustee initially appointed under the Articles), or if the authorized number of Trustees shall be increased, in the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting at which such vote occurs. Any vacancies in the board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee appointed under the Articles, such vacancies shall be filled by an appointment to be made by the original Incorporator. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.09. Informal Action by the Trustees. Any Action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

4.10. Waiver of Notice. Any notice required to be given to a Trustee may be waived by the Trustee entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a

Trustee at any meeting shall constitute a waiver of notice of such meeting unless such Trustee is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

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## ARTICLE V

### OFFICERS

5.01. Number. The Officers of the Association shall be a President, a Secretary, A Treasurer, and other such officers as may time to time be appointed by the Board of Trustees.

5.02. Election, Tenure, and Qualifications. The Officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event the Board of Trustees shall fail to choose the officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Directors or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees or until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided by these Bylaws, whichever first occurs. Any one person may hold any two or more such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Secretary and the Treasurer shall, except when elected by the Trustees specified in the Articles, of the Association, be and remain Members of the Association during the entire term of their respective offices and may, but not be, Trustees. No other officer need be a Trustee or a Member of the Association.

5.03. Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinates officers need not be Members or Trustees of the Association.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06. The President. The President shall preside at all meetings of the Members and of the Board of Trustees. He shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do

and perform all other acts and things that the Board of Trustees shall require of him.

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5.07. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require of him. He shall be custodian of the seal of the Association, if any, and shall affix that seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.08. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall keep detailed, accurate records, in chronological order of the receipts and expenditures effecting the subsurface drainage system, specifying and itemizing the additions to and expenses paid out of the Common Expense Fund, to be established by the Association. He shall perform such other duties as the Board of Trustees may require of him.

5.09. Compensation. No officer shall receive compensation for any service that he render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise noted in these Bylaws, may be compensated for services to the Association other than in their capacities as officers.

## ARTICLE VI

### COMMITTEES

6.01. Designation of Committees. The Board of Trustees may, from time to time, by resolution, designate such committees of its members as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02. Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such times and places and upon such notice as committee may from time to time determine. Each committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

6.03. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of the majority of the Members present at a meeting at which a quorum is present shall be the act of such committee. The Members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual Members thereof shall have no power as such.

6.04. Resignation and Removal. Any Member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President or the Board of Trustees, or the presiding officer of the committee of which he is a Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any Member of any committee designated by it hereunder.

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7.05. Vacancies. If any vacancy shall occur in any committee designated by the board of Trustees hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining Members shall until the filling of such vacancy constitute the then authorized membership of the committee and, provided that two or more Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

## ARTICLE VII

### INDEMNIFICATION

7.01. Specific Information. The Association shall indemnify any Trustee or Officer of any former Trustee or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Trustee, Director, or Officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

7.02. General indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and Officers and all former Trustees and Officers of the Association to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its Officers and Trustees, shall be fully protected in taking any action or making payment or in refusing to do so upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the Members, vote of disinterested Trustees, or otherwise.

7.03. Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund, insurance on behalf of any person, who was or is Trustee or Officer of the Association, against any liability asserted against him or incurred by him in any capacity arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modifies or adopted.

## ARTICLE VIII

### CERTAIN RIGHTS AND OBLIGATIONS

8.01. Subsurface drainage system. The Association, subject to the rights

and duties of the Owners as set forth in these Bylaws, shall be responsible for the exclusive management, control and maintenance of the Subsurface Drainage System. There no other responsibilities or rights, stated or implied, to be under the Association control. Said subsurface drain system shall be only that portion of the Subsurface Drainage System located underneath a public right of way. The maintenance to the Subsurface Drainage System located below a lot or lot(s) owned by individuals will be the sole responsibility of the individual.

8.02. Manager. The Association may, by written contract, delegate in whole or part to a professional manager such of the Association's duties, responsibilities, functions and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

8.03. Rules and Regulations. The Association, by action of its Board of Trustees, may make reasonable rules and regulations governing the use of the irrigation system, and of any other common facilities or common areas, which rules and regulations shall be consistent with the rights and duties established in these Bylaws and the Declaration. The Association may take judicial action against any Homeowner to enforce compliance with such rules and obligations of Homeowners arising hereunder, or to obtain damages for non-compliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover costs, including reasonable attorney's fees, from the offending Homeowner.

8.04. Implied Rights. The Association may exercise any right or privilege, given to it expressly by these Bylaws or by law, and every other right and privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.05. Initial Funding. Initial Funding will be provided by each lot owner placing with the Association a fee of \$100.00 per lot into a designated interest bearing account with a reputable lender. Said fee to be used only for the upkeep and/or maintenance of Subsurface Drainage System.

## ARTICLE IX

### ASSESSMENTS

9.01. Agreement to Pay Assessments. Each Homeowner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in these Bylaws. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX.

9.02. Regular Assessments. Regular assessments shall be computed and assigned against all Homeowners in the Project as follows:

(a) Common Expense.

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(1) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the subsurface drainage system. Such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members in final draft on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guide line under which the Association shall operate during such annual period.

(2) Basis of Annual Budget. The annual budget shall be based upon the Association's advance estimates of the Association's cash requirements to provide for payment of estimated expenses, arising out of or connected with maintenance and operation of the subsurface drainage system.

(3) Annual Assessments. The assessments shall be made and delivered to the Homeowners on an annual basis and may be paid on a quarterly basis. The dates and manner of payment shall be determined by the Association. Each quarterly installment of the annual assessment shall bear interest at the rate of one and one-half percent (1-1/2%) per month, from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Homeowner for such assessment.

(b) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non-payment of any Homeowner's assessment, the Association may levy additional assessments in accordance with any procedure approved by the Board of Trustees.

9.03. Personal Obligation of Owner. The amount of any regular or special assessment against any Homeowner shall be the personal obligation of the Homeowner to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Homeowner may avoid or diminish any such personal obligation by waiver of the use of the subsurface drainage system. In the event of any suit to recover a money judgement for unpaid assessments hereunder, the involved Homeowner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

9.04 Lien for Assessments. All sums assessed a Homeowner within the Project pursuant to the provisions of this Article IX, together with the interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Homeowner and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Davis County, State of Utah.



No notice of lien shall be recorded until there is a delinquency in payment of the assessment.

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#### ARTICLE X

##### FISCAL YEAR AND SEAL

10.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

10.02. Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words, "Corporate Seal".

11.01. Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of the Association, these Bylaws, or the Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

#### ARTICLE XII

##### AMENDMENTS

Except as provided by the law, by the Articles of Incorporation of the Association, by the Declaration, or by these By-Laws, these Bylaws may be made and adopted by the Members holding at least fifty-one percent (51%) of the total votes entitled or required to vote on such matters either at an annual or special meeting of the Members at which a quorum is present, if the proposed amendment, alteration, repeal or new bylaw is set forth in the notice of such meeting.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees  
of William & Susan Nelson Homeowners Association, have hereunto  
set their hand the 9th day of July, 1991.

E# 936548 BK 1429 PG 623

[Signature]  
[Signature]  
[Signature]

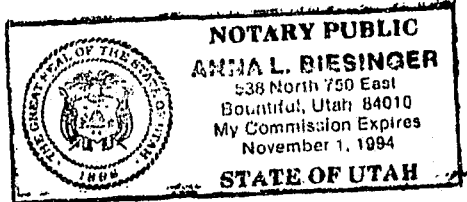
ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF DAVIS

On the 9 day of July, 19 91, personally  
appeared before me David A. Nelson, Lee A. Nelson & Susan S. Nelson  
known to me to be the signers of the within and foregoing Bylaws of the  
William & Susan Nelson Homeowners Association, who duly  
acknowledged to me that they executed the same.

[Signature]  
Notary Public  
Residing at: 538 N. 750 E. Bldg

My Commission Expires: 11-1-94



153598

I hereby certify that the foregoing has been filed

ARTICLES OF INCORPORATION OF

and approved on this 9th day of July 1991  
in the office of this Division.

EXAMINER *[Signature]* Date *[Signature]*

THE WILLIAMSBURG ESTATES SUBDIVISION  
Plats "A", "B", & "C" HOMEOWNERS ASSOC.

E# 936548 BK 1429 PG 624



*Peter Van Alstyne*

PETER VAN ALSTYNE  
DIVISION DIRECTOR

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Title 16, Chapter 6, Utah Code Annotated, and certify as follows:

ARTICLE I

Name

ESTATES Plats A, B, & C

The name of the corporation shall be The Williamsburg Homeowner's Association hereinafter called the "Association".

ARTICLE II

Purpose

1. The purpose for which the Association is organized is to provide an entity for the sole purpose of maintaining that certain subsurface drain system located in the Williamsburg Estates Subdivision Plats A, B & C, located in Centerville City, Davis County, State of Utah.

2. The Association shall make no distributions of income to its members, Directors, or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions:

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1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

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2. The Association shall have the power specifically, to make and collect assessments against members of the Homeowner's Association to defray the costs and expenses of maintaining the subsurface drain system located in the subdivision, and to use the proceeds of assessments in the exercise of its powers and duties.

3. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Bylaws.

#### ARTICLE IV

##### Members

1. Members of the Association shall consist of all of the record owners of the subdivision lots.

2. Change of membership in the Association shall be established by the recording in the public records of Salt Lake County, Utah, of a deed or other instrument establishing a record of title to a lot in the subdivision and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets in the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot.

4. The members of the Association shall be entitled to at least one vote for each lot owned by them. The exact number of votes to be cast by owners of an lot in the manner of exercising voting rights shall be determined by the Bylaws of the Association.

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#### ARTICLE V

#### Directors

1. The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the Bylaws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies in the board of directors shall be filled in the manner provided by the Bylaws.

3. The names and the addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Brent H. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
Susan S. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
Lee H. Nelson	482 West 1175 North Centerville, Utah 84014

## Officers

The affairs of the Association shall be administered by officers elected by the board of directors at its first meeting following the annual meeting of the members of the association, which officers shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
PRESIDENT:	Brent H. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
VICE-PRESIDENT:	Susan S. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
SECRETARY-TREASURER:	Lee H. Nelson	482 West 1175 North Centerville, Utah 84014

## ARTICLE VII

## Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the

indemnification herein shall apply only when the board of directors approve such settlement and reimbursement is deemed for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

E# 936548 BK 1429 PG 628

#### ARTICLE VIII

##### Bylaws

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided by the Bylaws.

#### ARTICLE IX

##### Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association. Directors and members not present by person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than two-thirds of the votes of the entire membership of the Association.

4. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members.

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5. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Salt Lake County, Utah.

#### ARTICLE X

##### Term

The term of the Association shall be perpetual unless the Association is terminated sooner by unanimous action of its members.

#### ARTICLE XI

##### Registered Agent

The names and addresses of the registered agent and office is:

Brent H. Nelson

2407 So. Woodhollow Way  
Bountiful, Utah 84010



#### ARTICLE XII

##### Incorporators *and Trustees*

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Brent H. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
Susan S. Nelson	2407 So. Woodhollow Way Bountiful, Utah 84010
Lee H. Nelson	482 West 1175 North Centerville, Utah 84014



1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

E# 936548 BK 1429 PG 625

2. The Association shall have the power specifically, to make and collect assessments against members of the Homeowner's Association to defray the costs and expenses of maintaining the subsurface drain system located in the subdivision, and to use the proceeds of assessments in the exercise of its powers and duties.

3. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Bylaws.

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3. The share of a member in the funds and assets in the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot.

4. The members of the Association shall be entitled to at least one vote for each lot owned by them. The exact number of votes to be cast by owners of an lot in the manner of exercising voting rights shall be determined by the Bylaws of the Association.

E# 936548 BK 1429 PG 626

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