

When Recorded, Mail to:

Terakee Barn No. 1
Homeowners Association, Inc.
470 North 2450 West
Tremonton UT 84337

Parcel Nos.
15-749-0001 thru -0042

DECLARATION OF LIMITED PARTICIPATION

THIS DECLARATION OF LIMITED PARTICIPATION (this “**Limited Declaration**”) is made effective as of October 23, 2025, by HERITAGE LAND DEVELOPMENT, LLC, a Utah limited liability company (“**Declarant**”), as the owner a majority of, and further developer of, the land and project described herein, and Terakee Properties, LP, a Utah limited partnership (the “**Minority Owner**” and together with the Declarant, the “**Owners**”) with respect to the portions of the land and project described herein that are not owned by Declarant (the “**Minority Owner’s Land**”). Moreover, this Limited Declaration is further approved and agreed to by Terakee Barn No. 1 Homeowners Association, Inc. (“the **HOA**”) who is also a party hereto.

The Minority Owner’s Land is described in the attached Exhibit B. Consequently, the Owners have the full right, title and authority to execute, acknowledge and record in the Office of the Recorder of Weber County, Utah this Limited Declaration. As this Limited Declaration relates to the Minority Owner’s Land, this Limited Declaration supersedes, replaces, and prevails over any other declarations that may be recorded against the Minority Owner’s Land. As it relates to other portions of the Community defined below (*i.e.*, other than the Minority Owner’s Land), this Limited Declaration does not modify, amend or replace any other declarations that may have been previously recorded against any land that is not part of the Minority Owner’s Land. The Owners agree as follows with respect to the Minority Owner’s Land:

1. Definitions. These terms are respectively defined as follows, for purposes of this Limited Declaration:
 - a. **Association** means the Terakee Barn No. 1 Homeowners Association, Inc., a Utah nonprofit corporation, or any successor in interest thereto.
 - b. **Board** means the Board of Directors of the Association.

- c. **Bylaws** means the Bylaws adopted by the Board from time to time to govern the Association; the initial Bylaws are attached hereto as Exhibit C. The Bylaws attached hereto as Exhibit C supersede and entirely replace any other prior Bylaws of the Association.
- d. **Community** means all land located within the defined boundary of the Plat, generally known as The Barn at Terakee Farms No. 1.
- e. **Limited Assessments** means the Road Assessments and the Secondary Water Assessments collectively and specifically exclude any other potential assessments relating to the Community.
- f. **Lot** means each of Lots 1-36 as identified in the Plat.
- g. **Majority Declaration** means the Declaration of Covenants, Conditions and Restrictions for Terakee Barn No. 1 recorded on June 4, 2025, as Entry No. 3371842 in the official records of the Weber County Recorder's office. The Majority Declaration does not apply to the Minority Owner's Land and has been or will be withdraw from Minority Owner's Land, but does apply to the other property in the Community.
- h. **Minority Owner's Land** means Lots 1- 6, and Open Spaces "C" and "D" as shown on the plat.
- i. **Owner** means the person who is the owner of record (in the Office of the Recorder of Weber County, Utah) of a fee or an undivided fee interest in any Lot or any Open Space defined in the Plat.
- j. **Plat** means The Barn at Terakee Farms No. 1 subdivision plat, on file and of record in the Weber County Recorder's Office and attached hereto as Exhibit A.
- k. **Private Roads** means all roads within the Community that are not owned or operated by a governmental entity.
- l. **Road Assessment** means any charge imposed or levied by the Board for any purpose relating to the maintenance, repair, improvement, removal of snow from, or replacement of the private roads within the Community.
- m. **Secondary Water Assessment** means any charge imposed or levied by the Board for any purpose relating to (i) the maintenance, repair, improvement, or replacement of the secondary water systems and related facilities within the Community, or (ii) the provision of secondary water service within the Community. Without limiting the generality of the foregoing, the Secondary Water Assessment will include all connection/impact/hookup fees paid by the Declarant or the Association to Hooper Irrigation Company (or any other secondary water service provider) for the Owner's land. The parties acknowledge that Hooper Irrigation (or potentially another third-party provider) will provide secondary water service to a single point of connection at the edge of the Community, and the Association will then provide service from that point of connection to all land within the Community.

2. Levying and Collection of Assessments.

a. The only assessments for which the Minority Owner's Land is responsible are Limited Assessments as defined herein. The Minority Owner's Land is not subject to any other assessment that is not a Limited Assessment as defined herein. The portions of the Community that are not the Minority Owner's Land (in other words, the owners of Lots 7-30 and Open Space Parcels A and B) will bear full responsibility for all assessments that are unrelated to the private roads and secondary water system/services within the Community. The Minority Owner, its successors and assigns, likewise has no standing to enforce any of the Master Declaration provisions relative to assessments for matters not relating to the private roads and secondary water system/services within the Community.

b. Each Lot within the Community will pay an equal per-Lot portion of the Limited Assessments, meaning Lots will not be assessed in proportion to their size. Every Lot is treated equally for all Limited Assessment purposes, regardless of the relative size of the Lots.

c. The Lots and Open Spaces "C" and "D" will collectively bear responsibility for all Limited Assessments as defined herein. The Lots and Open Space "C" will each be assessed the same "standard assessment" amount, while Open Space "D" will be assessed an amount equal to double the standard assessment. In other words, the Open Space "C" assessment amount is the same as the assessment amount for a Lot, and the Open Space "D" assessment amount is double the assessment amount for a Lot.

d. The Board will levy assessments, including the Limited Assessments and other assessments, within the Community as provided in the Majority Declaration governing all of the Community other than the Minority Owner's Land. The Board shall have all rights of enforcement and collection with regard to the Limited Assessments under this Limited Declaration as the Board has generally with respect to assessments under that Majority Declaration. Again, though, only the Limited Assessments will be applicable to the Minority Owner's Land.

e. The Minority Owners is/are not bound in any way to the Majority Declaration in any way to the above-referenced separate declaration of covenants, conditions and restrictions but is obligated to the terms set forth pursuant to this instrument entitled Declaration of Limited Participation.

3. Limited Participation in Association. The Owner(s) of the Minority Owner's Land, as such exist from time to time, will be Limited Members of the Association, subject to the limitations outlined in this Limited Declaration. Subject to each Owner paying the Limited Assessments, every Owner, including Minority Owners, has (i) the right and non-exclusive easement to use and enjoy the Private Roads in a manner consistent with the uniformly-applicable rules and regulations of the Board in effect from time to time, and (ii) the right to obtain secondary water service from the Association in a manner consistent with the uniformly-applicable rules and regulations of the Board in effect from time to time.

4. **Mutual Protections.** Within the entire Community, including the Minority Owner's Land and all other land within the Community, the following mutually beneficial and reciprocal protections and restrictions will apply:
- a. Each Owner must not create or permit a nuisance on any property owned by such Owner.
 - b. No Owner will place or permit on any property owned by such Owner any temporary structures, including but not limited to, mobile homes, carports, or tents without the prior written consent of the Board.
 - c. No Owner will place or permit upon on any property owned by such Owner any RVs, motorhomes, boats, ATVs, trailers, tractors, or other similar items, or sheds, unless they are located behind a fence or are otherwise not visible from the road.
 - d. All exterior building colors and materials will be conservative and harmonious with the natural environment and the remainder of the Community.
 - e. Each Owner shall cause to be maintained in a generally usable, clean, functional, attractive and good condition, all property owned by such Owner.
 - f. The minimum square footage for a single-story primary home is 1,450 square feet, and for a two-story primary home is 2,000 square feet.
 - g. No Owner will occupy or permit on any property owned by such Owner any commercial livestock operations.
5. **Property Subjected to Declaration.** The Community, including the Minority Owner's Land, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Limited Declaration. This Limited Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Community and is established for the purpose of enhancing the value, desirability and attractiveness of the Community. The terms of said general plan are not otherwise binding upon the Minority Owner's Land. This Limited Declaration shall run with all the land in the Community for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their respective successors-in-interest. Each Owner, by acceptance of a deed to land within the Community (whether or not it is or shall be so expressed on such deed) is deemed to covenant and agree that such Owner and such Owner's land shall be subject to all the terms, covenants, conditions, restrictions and easements set forth in this Limited Declaration. Limited Membership in the Association is appurtenant to the ownership of any land within the Community, and may not be partitioned therefrom.
6. **Amendment.** This Limited Declaration may be amended only with the advance written consent of (i) the Board, (ii) a majority of the Owners of Lots 1-6, (iii) the Owner of Open Space Parcel "C", and (iv) the Owner of Open Space Parcel "D". Any such amendment will be effective only upon recording the same in the official records of the Weber County Recorder's office.

7. Attorneys Fees. In the event of any legal action or proceeding arising out of or in connection with this Limited Declaration, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs, and expenses incurred in connection with such action or proceeding. Such recovery shall be in addition to any other relief to which the prevailing party may be entitled.

[End of Terms – Signature Pages Follow]

IN WITNESS WHEREOF, Declarant and Minority Owner has each caused this Limited Declaration to be executed by a person duly authorized to execute the same.

DECLARANT:

Heritage Land Development, LLC
a Utah limited liability company

By: [Signature]
Name: Jeff Stocking
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 16 day of November, 2025, by Jeff Stocking in such person's capacity as the Manager of Heritage Land Development, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC



HOA:

Terakee Barn No. 1 Homeowners Association,
Inc.

By: [Signature]
Name: Jeff Stocking
Title: Manager

STATE OF UTAH)
COUNTY OF Box Elder ss.

The foregoing instrument was acknowledged before me this 6 day of Nov,
2025, by Jeff Stocking in such person's capacity as the manager of
Terakee Barn No. 1 Homeowners Association, Inc.

[Signature]
NOTARY PUBLIC



MINORITY OWNER:

Terakee Properties, LP
a Utah limited partnership

By: Brad Blanch
Name: Brad Blanch
Title: Registered Agent

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 16 day of November, 2025, by Brad Blanch in such person's capacity as the Registered Agent of Terakee Properties, LP, a Utah limited partnership.

Shannon Deserly
NOTARY PUBLIC



EXHIBIT "A"

PLAT AND LEGAL DESCRIPTION OF THE COMMUNITY

That certain real property located in Weber County, Utah more particularly described as follows:

All Lots, roads, Open Space, common areas, and other land within, The Barn at Terakee Farms No. 1 according to the official plat thereof on file in the official records of the Weber County Recorder's office. Described by metes and bounds as:

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, more particularly described as follows:

Beginning at a point on the Northerly Right of Way Line of 900 South Street, said point being 1390.53 feet South 89°05'07" East along the Section Line from the South Quarter Corner of said Section 17 to the Easterly Line of the Terakee Farm Property; and running thence along said Easterly and Southerly Lines the following three (3) courses: (1) North 0°57'17" East 1073.64 feet, (2) North 89°05'07" West 95.00 feet and (3) North 0°56'43" East 250.33 feet to a point on an Existing Fence Line, said point also being the Southerly Line of the KN & LN LLC Property; thence along said Fence Line and Southerly Line South 88°53'38" East 651.21 feet to a point on an Existing Fence, said point also being the Westerly Line of the Dario & Mary R. Costesso Property; thence along said Fence Line and Westerly Line South 1°13'19" West 1321.81 feet to said Northerly Right of Way Line of said 900 South Street; thence along said Northerly Right of Way Line North 89°05'07" West 550.00 feet to the Easterly Line of said Terakee Farm Property and the Point of Beginning.

Contains 755,373 Sq. Ft. or 17.341 Acres

Depicted as: (attached, next page)

The Barn at Terakee Farms No. 1

A PRD Subdiv

A part of the Southeast Quarter of Section 17, T6N, R2W, S34E, U.S. Survey

Weber County, Utah

March 2021



Scale: 1" = 100'

Legend

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EXHIBIT "B"

DESCRIPTION OF THE MINORITY OWNER'S LAND

Lots 1-6, Open Space C, and Open Space D, as shown on The Barn at Terakee Farms No. 1 according to the official plat thereof on file in the official records of the Weber County Recorder's office.

EXHIBIT "C"

BYLAWS OF TERAKEE BARN NO. 1 HOMEOWNERS ASSOCIATION, INC.

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the following are the Bylaws of Terakee Barn No. 1 Homeowners Association, Inc. (the "Association"), which Association is obligated to operate, manage and regulate the Project, effective as of October 23, 2025.

ARTICLE 1

PLAN OF LOT OWNERSHIP AND INCORPORATION

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

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

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

ARTICLE 2 ASSOCIATION

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots or Units within The Barn At Terakee Farms No. 1 except that the Owners of Lots 1-6 and Open Spaces "C" and "D", respectively, are designated as "Limited Members".

2.2 **Voting.** Each Member, as defined in the Declaration, shall have one (1) vote for each Lot (including Open Space "C" and "D" which, for all purposes of these Bylaws, are hereby each considered a "Lot"), owned by such Member. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent. The Limited Members shall only vote pertaining to secondary water assessments, usage and related issues and/or private road assessment, usage and related issues.

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

2.4 **Annual Meeting.** The annual meeting of the Association shall be held on such date and at such time as may be designated by the Board or Manager from time to time. The place of

meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

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

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

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

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

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

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

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

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

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, as authorized pursuant to Section 16-6a-707 of the Utah Code, as such Section may be subsequently amended or replaced. If the subject matter of the action pertains to the issues on which Limited Members are eligible to vote, the minimum voting power shall take into account the total number of lots eligible to vote thereon prior to determining the minimum vote necessary.

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

ARTICLE 3 BOARD

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

3.2 Composition of Board. The Board shall be composed of at least three (3) but no more than seven (7) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board membership.

3.3 Election and Terms of Office of the Board. The election and terms of the Board shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Administrative Control. At the first meeting after the expiration of the Period of Administrative Control, five (5) members of the Board shall be elected by the Owners. Three members of the Board shall be elected for two-year terms and two members of the Board shall be elected for a one-year term. Thereafter, all members of the Board shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

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

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

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

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

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

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

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

3.11 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.

3.12 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.

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

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

ARTICLE 4 OFFICERS

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

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

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed, with or without cause, at any time by the affirmative vote of a majority of the Board, and his or her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes. Provided, however, if a member of the Board is removed as an officer, he or she shall continue to be a member of the Board.

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

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

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

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

ARTICLE 5 FISCAL YEAR

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

ARTICLE 6 AMENDMENT TO BYLAWS

6.1 Amendment

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

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

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

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

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

redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

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

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

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

ARTICLE 7 NOTICE

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

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

ARTICLE 8 COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

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

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

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the

remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

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

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

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

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

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, Guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board shall have the right and power to file a lien against the Lot owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, Guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, Guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

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