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When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Boyd A. Martin

E 3360964 B 7720 P 851-865
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/19/2021 10:35 AM
FEE \$114.00 Pgs: 15
DEP RT REC'D FOR SYRACUSE CITY

**FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRIDDLE FARMS**

15-062-0302 → 0312
15-063-0401 → 0436

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THIS FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRIDDLE FARMS (this "Fourth Supplemental Declaration") is made as of March 12, 2021, by D.R. HORTON, INC., a Delaware corporation ("Declarant"), with reference to the following:

A. On June 15, 2018, Declarant caused to be recorded as Entry No. 3099281 in Book 7037, beginning at Page 389 in the official records of the Office of the Recorder of Davis County, Utah (the "Official Records"), that certain Declaration of Covenants, Conditions and Restrictions for Criddle Farms, as amended by that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms recorded on May 28, 2019 as Entry No. 3162101 in Book 7271, beginning at Page 362 in the Official Records, and as further amended by that certain Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms recorded on January 21, 2020, as Entry No. 3219516 in Book 7432, beginning at Page 490 in the Official Records, and as further amended by that certain Third Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Criddle Farms recorded on December 2, 2020, as Entry No. 3321313 in Book 7643, beginning at Page 345 in the Official Records (collectively, the "Original Declaration") pertaining to a residential unit development known as Criddle Farms.

B. Section 7.15(c) of the Original Declaration provides that prior to the expiration of the Class B Control Period, Declarant may unilaterally amend the Original Declaration for any purpose, provided that such amendment shall not materially affect the substantive rights of any Owner under the Original Declaration nor adversely affect title to any Lot without the consent of the affected Owner.

C. Pursuant to Section 7.15(c) of the Original Declaration, Declarant desires to amend Section 4.1 of the Original Declaration and to amend and restate the Bylaws of the Association which are attached as Exhibit B to the Original Declaration.

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

E. Pursuant to Section 8.12 of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Subject Property**"), to the Original Declaration.

F. Declarant is executing and recording this Fourth Supplemental Declaration for the purpose of subjecting the Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and for the purpose of amending Section 4.1 of the Original Declaration and for the purpose of attaching to this Fourth Supplemental Declaration a copy of the Amended and Restated Bylaws of Criddle Farms Owners Association, Inc.

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

1. Recitals. The Recitals set forth above and the Exhibits attached to this Fourth Supplemental Declaration are each incorporated into the body of this Fourth Supplemental Declaration as if set forth in full herein.

2. Defined Terms. All defined terms as used in this Fourth Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this Fourth Supplemental Declaration.

3. Additional Land.

(a) The Subject Property is hereby subjected to the Original Declaration, as amended and supplemented by this Fourth Supplemental Declaration, and the Subject Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as amended and supplemented by this Fourth Supplemental Declaration, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 2.40 of the Original Declaration.

(b) The Subject Property shall hereafter be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as amended and supplemented by this Fourth Supplemental Declaration. The provisions of the Original Declaration, as amended and supplemented by this Fourth Supplemental Declaration, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

4. Amendment to Section 4.1. Section 4.1 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.1 Governing Regulations and Governing Documents. The lawfully enacted zoning regulations of the City and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in

violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation. In addition to the above-described regulations, all of the Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the following governing documents (the "**Governing Documents**"): the conditions, restrictions, easements, charges and liens set forth in this Declaration, as amended and supplemented from time to time, the Articles and Bylaws of the Association, and the terms and conditions of that certain Annexation and Development Agreement for Property located at 700 South 4000 West and 1200 South 4000 West, Syracuse, Utah dated June 7, 2017 by and between William Criddle Farm, LLC, Syracuse City and Glen D. & Kathy S. Wilcox, as amended by First Amendment to Annexation and Development Agreement dated September 6, 2019, and as further amended by the Second Amendment to Annexation and Development Agreement dated November 23, 2020 (collectively referred to herein as the "**Annexation and Development Agreement**").

5. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association. Attached to this Fourth Supplemental Declaration as **Exhibit B** is a copy of the Amended and Restated Bylaws of Criddle Farms Owners Association, Inc. Section 2.5 of the Original Declaration is amended and restated in its entirety to read as follows:

2.5 Bylaws shall mean and refer to the Amended and Restated Bylaws of Criddle Farms Owners Association, Inc., a copy of which is attached as **Exhibit B** to the Fourth Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms.

6. Amendment to the Declaration. This Fourth Supplemental Declaration constitutes an amendment to the Original Declaration. In the event of any conflict or inconsistency between the terms of this Fourth Supplemental Declaration and the terms of the Original Declaration, the terms of this Fourth Supplemental Declaration shall control. The Original Declaration, as supplemented by this Fourth Supplemental Declaration, shall collectively be referred to as the "**Declaration.**"

7. No Other Changes. Except as amended and supplemented by the provisions of this Fourth Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect.

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

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

By: *Adam B. Loser*
Name: Adam B. Loser
Title: Vice President

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

The foregoing instrument was acknowledged to me this 12 day of March, 2021, by Adam B. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

David Lewis IV
NOTARY PUBLIC

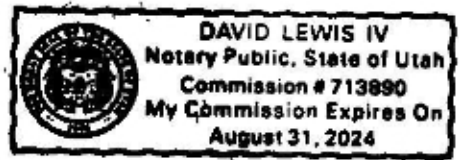


EXHIBIT "A"
TO
FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRIDDLE FARMS

Legal Description of the Subject Property

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

Criddle Farms North Phase 3B Description
(Not including Doug Wilcox Lot or the 10 Foot Roadway Dedication)

Beginning at a point on the west line of 4000 West Street, said point being South 89°54'32" West 33.00 feet along the section line to the extension of the west line of 4000 West Street and South 0°14'20" West 129.32 feet to and along the west line of 4500 West Street from the Northeast Corner of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 0°14'20" West 948.10 feet along the west line of 4000 West Street;

Thence North 89°45'40" West 110.00 feet to the Southeast Corner of Lot 203, Criddle Farms North Phase 2 Subdivision;

Thence North 0°14'20" East 943.78 feet along the east line of Criddle Farms North Phase 2 Subdivision to and along the east line to the Northeast Corner of Criddle Farms North Phase 3A Subdivision;

Thence North 0°05'28" West 4.32 feet;

Thence South 89°45'40" East 110.02 feet to the point of beginning.

Contains 104,291 square feet, 2.394 acres, 11 lots.

Less and excepting therefrom Lot 301 of Criddle Farms, which Lot 301 shall not be deemed part of nor included within the Subject Property.

Criddle Farms North Phase 4 Subdivision Description

Beginning at a point on the south line of 700 South Street, said point being South 89°54'32" West 1063.76 feet along the section line and South 0°05'28" East 33.00 feet from the Northeast Corner of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 0°05'28" East 100.00 feet;

Thence South 89°54'32" West 5.00 feet;

Thence South 0°05'28" East 160.00 feet;

Thence South 89°54'32" West 6.42 feet;

Thence South 0°05'28" East 100.00 feet;

Thence North 89°54'32" East 409.91 feet;

Thence South 0°14'20" West 305.00 feet to a Northwest Corner of Criddle Farms North Phase 3 Subdivision;

Thence South 11°06'48" West 365.95 feet along the west line to a Southwest Corner of Criddle Farms North Phase 3 Subdivision, also being a point on the north line of Criddle Farms North Phase 2 Subdivision;

Thence South 89°58'20" West 283.90 feet along the north line to an interior corner of Criddle Farms North Phase 2 Subdivision;

Thence North 0°01'40" West 160.00 feet along the east line to a Northeast Corner of Criddle Farms North Phase 2 Subdivision;

Thence South 89°58'20" West 47.13 feet along the north line to an interior corner of Criddle Farms North Phase 2 Subdivision;

Thence North 0°01'40" West 91.75 feet along the east line to a Northeast Corner of Criddle Farms North Phase 2 Subdivision;

Thence North 89°45'27" West 161.38 feet along the north line to a Northwest Corner of Criddle Farms North Phase 2 Subdivision;

Thence South 0°14'33" West 91.77 feet along the west line to an interior corner of Criddle Farms North Phase 2 Subdivision;

Thence North 89°45'27" West 100.00 feet along the north line to a Northwest Corner of Criddle Farms North Phase 2 Subdivision, said point being on the west line of the Northeast Quarter of the Northeast Quarter of Section 7;

Thence North 0°14'33" East 862.11 feet along the west line of the Northeast Quarter of the Northeast Quarter of Section 7 to the south line of 700 South Street;

Thence North 89°54'32" East 262.01 feet along the south line of 700 South Street to the point of beginning.

Contains 455,656 square feet, 10.460 acres, 35 lots, 1 Parcel.

EXHIBIT "B"
TO
FOURTH SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CRIDDLE FARMS

Amended and Restated Bylaws of Criddle Farms Owners Association, Inc.
A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the following are the Amended and Restated Bylaws of the Criddle Farms Owners Association, Inc., which is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Amended and Restated Bylaws of Criddle Farms Owners Association, Inc., and these Amended and Restated Bylaws of Criddle Farms Owners Association amend, restate and replace in their entirety the original Bylaws of the Association dated June 14, 2018. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to be refer to the Amended and Restated Bylaws of Criddle Farms Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Bylaws shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Criddle Farms, as supplemented and amended from time to time (the "Declaration").

ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION

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

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

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

ARTICLE 2
ASSOCIATION

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

2.2 **Voting.** Each Lot shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of

multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 **BOARD OF DIRECTORS**

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

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, five (5) members of the Board of

Directors shall be elected by the Owners. Three members of the Board of Directors shall be elected for two year terms and two members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

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

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

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

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

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

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

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority

of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

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

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

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

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

ARTICLE 4 **OFFICERS**

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

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

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

however, if a member of the Board of Directors is removed as an officer, he shall continue to be a member of the Board of Directors.

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

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

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

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

ARTICLE 5 **FISCAL YEAR**

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

ARTICLE 6
AMENDMENT TO BYLAWS

6.1 **Amendment.**

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

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

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

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

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

(b) **By the Members.**

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

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

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

ARTICLE 7
NOTICE

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

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

ARTICLE 8

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

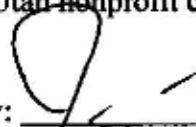
8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is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

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 of Directors 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.

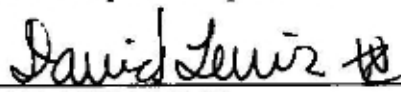
Dated this ____ day of March, 2021.

CRIDDLE FARMS OWNERS ASSOCIATION,
INC.,
a Utah nonprofit corporation

By: 
Name: Jonathan S. Thornley
Title: Member Board Member

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

The foregoing copy of the Amended and Restated Bylaws of Criddle Farms Owners Association, Inc. was acknowledged before me this 12 day of March, 2021, by Jonathan S. Thornley in such person's capacity as the Member Board Member of Criddle Farms Owners Association, Inc., a Utah nonprofit corporation.


NOTARY PUBLIC

