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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT JORDAN LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for THE VILLAGE AT JORDAN LANDING SUBDIVISION (the "Declaration") is made as of the date of the recording in the Salt Lake County Recorder's Office by THE VILLAGE AT JORDAN LANDING HOMEOWNERS' ASSOCIATION (the "Association").

RECITALS:

A. Capitalized terms in this Declaration are defined in Section 1, below.

B. The real property situated in Salt Lake County, Utah, described in Exhibit "A," attached to and incorporated in this Declaration by reference ("the Parcel"), was previously submitted, together with all buildings and improvements previously, now, or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto (collectively, "the Property"), to the Subdivision now consisting of 102 residential Lots and related Common Area Parcels.

C. A "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE AT JORDAN LANDING" was recorded on February 2, 1999, beginning at book 8247, page 6080, as entry no. 7249575 at the office of the Recorder of Salt Lake County (the "Prior Declaration").

D. The Association, consistent with the Prior Declaration and any amendments thereto (including any not herein referenced above), hereby adopts this Declaration, which (along with any future amendments) shall be the sole declaration for THE VILLAGE AT JORDAN LANDING and which shall amend and completely replace the Prior Declaration and any amendments thereto recorded prior to the date of this Declaration. This Declaration is adopted consistently with the procedures for amending the Prior Declaration. It is adopted to update the Declaration, to eliminate ambiguity, to further define the rights of the Association and the Owners, and in furtherance of the Association's efforts to safely, efficiently, and economically provide a quality living environment.

E. The Association hereby desires to establish for its own benefit and for the mutual benefit of all future Owners and occupants of the Property, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively, the "Restrictions," which shall run with and be a burden upon the Property).

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT SYSTEMS
262 E 3900 S STE.200
SLC UT 84107-1550
BY: KCC, DEPUTY - WI 49 P.

F. The Association intends that the Owners, occupants, lenders and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of ownership for the Property, and for establishing rules for the use, occupancy, management and enjoyment thereof.

G. As certified below, this Declaration was proposed by the Management Committee and consented to and approved by Owners representing more than one-half (1/2) of the undivided ownership interest in the Common Areas Parcels, in accordance with the Prior Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions, and restrictions set forth below, the Association hereby amends and replaces the Prior Declaration and any amendments to the Prior Declaration for the Village at Jordan Landing with the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:
 - a. "Assessment" shall mean a Lot Owner's portion of the Common Expenses or any other amount charged by the Association.
 - b. "Association" shall mean all of the Owners acting as a group or through an organized entity, such as a nonprofit corporation.
 - c. "Common Expense" shall mean and refer to:
 - 1) All sums lawfully assessed against the Owners;
 - 2) Expenses of administration, maintenance, repair or replacement of the Common Area Parcels and improvements constructed or installed thereon;
 - 3) Expenses allocated by the Association among the Owners;

4) Expenses agreed upon as Common Expenses by the Management Committee; and

5) Expenses declared Common Expenses by the Declaration.

d. "Committee" shall mean the Management Committee.

e. "Committee Member" shall mean a member of the Management Committee.

f. "Common Area Parcels" shall mean (i) those parcels of land located within the boundaries of the Subdivision which are owned by the Association (ii) parcels or portions of Lots designated on the Subdivision plat as roads or Limited Common Areas; and (iii) land affected by easements in favor of the Association or more than one Lot Owner.

g. "Governing Documents" shall mean the Declaration, Bylaws, Rules, any statutes applicable to the Association, and any articles of incorporation or other documents related to the legal organization of the Association.

h. "Limited Common Area" shall mean the front 12 feet of every Lot, which shall be owned by the Owner but used in part by the Association and Owners for walkways. Walkways within the Limited Common Area will be maintained by the Association and, as set forth in Section 5(a) below, landscaping will be maintained by the Owner of each Lot.

i. "Dwelling shall mean the detached single family residence, place of habitation, abode or living unit constructed upon a Lot.

j. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within the Property and where the context so requires any Dwelling constructed thereon.

k. "Management Committee" shall mean the committee of Lot Owners elected or appointed to manage the Association and the Common Area Parcels."

l. "Member" shall mean each Owner who, by virtue of accepting a deed or other document of conveyance to a Lot, is deemed to be a shareholder in the Association.

m. "Membership in the Association" shall mean that interest in the Association which is appurtenant to the ownership of a Lot in the Property, which may not be separated or partitioned therefrom and which shall automatically accompany the transfer or conveyance of an ownership interest in the Lot to which it relates.

n. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

o. "Rules" shall mean and refer to the rules adopted by the Management Committee.

p. "Subdivision" shall mean THE VILLAGE AT JORDAN LANDING Subdivision.

2. Area of Application. This Declaration shall apply to all of the Property.

3. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities therein:

a. Residential Purposes: No Lot shall be used except for residential purposes and any Dwelling and structure thereon shall be maintained in good repair and a clean and attractive appearance, compatible with surrounding Lots and Dwellings.

b. Zoning: All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

c. Landscaping. All landscaping, grading and drainage of the land in each Lot shall be completed and maintained so as to comply with and not impair any flood control requirements of the Subdivision and the other Lots. Further, each Owner shall be responsible for landscaping and maintaining the undeveloped portions of his/her Lot in a clean and attractive manner and likewise landscaping and maintaining the Limited Common Area on his/her Lot, excluding walkways, including without limitation maintaining any grass, trees, and shrubbery in the parking strip or along any fence on the Lot.

d. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal description of the Property and as otherwise may be recorded against the Property with the Salt Lake County Recorder's office. Within these easements and rights of way, no structure, large planting or other materials 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 channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

e. Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure (excluding sheds) be erected in any side or rear yard to a height in excess of six (6) feet. No fence, wall, hedge or other similar structure shall be erected in any front yard of any adjoining Lot to a height in excess of six (6) feet any nearer to the street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6) feet in height. The only acceptable fencing materials are wood, masonry, vinyl or wrought iron.

f. Sheds. No shed shall be erected unless it complies with the height, architectural, and other requirements set forth in the Association's Rules, as such Rules may be amended from time to time.

g. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his/her Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the developer.

h. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, no shall anything be done or permitted thereon which may be or may become an unreasonable annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement parking slabs in side yard so long as they are in running condition, regularly used and properly licensed.

i. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours.

j. Temporary Structures. No Structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

k. Leases and Non-Owner Occupancy of Lots. Any agreement for the leasing, rental, or occupancy of a Lot or Dwelling (hereinafter in this section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide that the terms of such lease shall be

subject in all respects to the provision of the Governing Documents, a breach of which shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and the non-owner occupant of the Lot by virtue of their inclusion in this Declaration. For purposes of this section, "non-owner occupant" shall refer to somebody that resides in a Dwelling that the Owner does not reside in.

1) No Owner shall be permitted to lease his/her property for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes, which shall be deemed to be any occupancy with an initial term of less than six (6) months.

2) Daily or weekly rentals are prohibited.

3) Any Owner who shall lease his/her property shall be responsible for assuring compliance by the non-owner occupant with the Governing Documents. Failure by an Owner to take legal, or other remedial, action, including the institution and prompt carrying out of a forcible entry and unlawful detainer proceeding, against his/her non-owner occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Management Committee shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his/her non-owner occupant. Neither the Association nor any agent retained by the Association to manage it shall be liable to the Owner or tenant for any eviction under this section that is made in good faith. Any expenses incurred by the Association related to an eviction, including attorneys' fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.

4) The Management Committee shall have the right to adopt Rules related to and, in its discretion, necessary for the enforcement of the prior restrictions, including but not limited to Rules related to the monitoring of rental properties and Rules requiring Owners to register or apply rent to their Lots, which may include a fee for such application or registration.

5) If an Owner leasing his/her Lot or Dwelling is delinquent in the payment of his/her portion of the Common Expenses or any Assessment or fine, the Association, upon written demand, may require that the rent due by the non-owner occupant be paid directly to the Association until such time as the Owner is current on his/her obligations to the Association. Failure by the non-owner occupant to pay the rent to the Association subjects the non-owner occupant to eviction pursuant to this section and section 14(h).

4. Mandatory Association of Lot Owners. All Owners shall belong to the Association. The Association may be organized as an entity, such as a nonprofit corporation, by the Management Committee.

5. Areas of Common Maintenance Responsibility. Subject to sub-section 6(a), the Association shall exist for the purpose of managing, operating, maintaining, repairing and replacing, as necessary the Common Area Parcels, improvements constructed thereon, any fences designed and constructed on the Limited Common Areas by the Association, or its initial developer, and any steps or walkways on the Limited Common Areas. The Association shall maintain the Common Area Parcels in good repair and in accordance with the standards established by West Jordan City. Subject to sub-section 6(a), the Association's maintenance responsibilities also include without limitation: the care, maintenance, repair and, as necessary, replacement of the roads and sidewalks within the Common Area Parcels and Limited Common Areas, THE VILLAGE AT JORDAN LANDING marquee and related landscaping; snow and ice removal from the roads; and maintenance of landscaping and sprinkler systems within the Common Areas. The Association shall further enforce the provisions established in the Governing Documents.

a. Owners' Landscaping and Snow Removal Responsibility. Each Owner is responsible for the landscaping of the Limited Common Areas within his or her Lot and snow removal of any steps, walkways, and driveways within his or her Lot. In addition to any remedies available for noncompliance under the Governing Documents, if an Owner fails to maintain the landscaping of the Limited Common Areas within his or her Lot or remove the snow within his or her Lot, the Management Committee may, after written notice to the Owner, maintain such landscaping and/or remove the snow and charge the expense of such landscaping maintenance and/or snow removal to the Owner as an Assessment. Notwithstanding any other notice provision in the Governing Documents, the Management Committee shall provide written notice to the Owner at least ten (10) days before the Management Committee commences maintenance of the landscaping of the Limited Common Area located within the Lot or removes snow from the steps, walkways, and driveways within the Lot.

6. Management Committee. The Association shall be operated and controlled by a Management committee, subject to the following:

a. Members of the Management Committee. The Management Committee shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Management Committee may increase its size from three (3) members to either five (5) or seven (7) members, but at no time shall the Management Committee consist of more than seven (7) members.

b. Voting. Subject to the restrictions set forth in Section 7(c), each Owner shall have one (1) vote.

c. Voting Restrictions. The following restrictions apply to voting on Association issues, including but not limited to the election of Committee Members: (1) No vote shall be cast or counted for any Lot not subject to Assessment; (2) When more than one person or entity owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to, or at, any meeting; (3) In the absence of such advice and in the event that more than one person or entity seeks to exercise a vote for the same Lot, the vote of the Lot shall be suspended for purposes of that voting event.

d. Terms. Committee Members shall be elected and/or appointed to serve two (2) year terms.

e. Qualifications. To qualify to serve on the Management Committee, a person must be an individual Owner or the Legal representative of an organizational Owner in good standing.

f. Vacancies. Any vacant seat on the Management Committee shall be filled by a person that is an Owner duly qualified, elected or appointed to fill such vacancy.

g. Dismissal. Any member of the Management Committee who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period may be removed from the Management Committee by the majority vote of the remaining Management Committee

Members. In such cases, the remaining Committee Members shall appoint a replacement to sit on the Committee until the next meeting of the Association.

h. Removal of a Member of the Management Committee. Committee Members may be removed at any time by the affirmative vote of at least a majority of the Owners at an annual meeting or a special meeting called for that purpose.

i. Replacement. Unless a member of the Management Committee is removed by the affirmative vote of a majority of the Owners, he/she shall be replaced by an appointment of the remaining Members of the Committee. A member of the Committee removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose.

j. Completion of Term. Unless he/she forfeits or otherwise loses his/her seat as herein provided, a Member shall serve on the Management Committee until his/her successor qualifies and is properly elected by the Owners or appointed by the remaining Committee Members.

k. No Compensation. Member of the Management Committee shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee.

7. Officers and Agents of the Association. The Management Committee is the agent of the Association and it shall perform its functions through those Owners elected as officers of the Association by the Management Committee. The Committee may also perform its duties through such agents or employees as the Committee may employ or appoint. Any Association officer, agent, or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Committee; provided, however, any "officer" so removed shall continue to be a member-at-large of the Committee. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:

a. President. The President shall be a member of the Management Committee and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both

the Management Committee and the Association. The President shall execute all instruments on behalf of the Committee, unless he/she chooses to delegate that authority to another Committee member.

b. Vice President. The Vice-President shall have all the powers the President in the event of the latter's absence or inability to act.

c. Secretary. The Secretary shall keep minutes of all of the meetings of both the Management Committee and the Association as well as all other books and records which are required or made necessary.

d. Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of Project operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Committee member.

8. Committee Meetings. A regular meeting of the Management Committee shall be held immediately after the adjournment of each annual Owner's meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may determine, but no less than one (1) time per quarter. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Written notice of all special meetings shall be delivered to each member of the Committee at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Committee may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee Members then in office.

9. Status and General Authority of Committee. Any instrument executed by an officer of the Association or by the Management Committee that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association

shall constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority and powers:

a. To Enter. The power and authority to enter into or upon any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right of way, utility or the Common Area Parcels. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Committee or its representative shall exercise this power. In the event of an emergency entry without notice, the party entering the property shall leave in a conspicuous place written notice stating his/her name and title as well as the day, date, time and purpose of the entry.

b. Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Property as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights of way, utilities and Common Area Parcels.

c. Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration which has been approved by the vote or consent necessary to authorize such amendment.

d. Standing. The power to sue and be sued.

e. Enter Into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights of way, utilities or the Common Area Parcels.

f. Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the easements, rights of way, utilities and Common Area Parcels are maintained and used in a manner consistent with their original design and construction.

g. Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

h. Implement Purposes. The power and authority to implement Association purposes.

i. All Other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary in order for the Management Committee to perform its functions for and on behalf of the Owners.

10. Owner's Meetings. The members of the Association shall meet as follows:

a. Annual Meeting. The annual meeting of the Owners shall be held at 7:00 p.m. on the second Thursday of October of each year unless otherwise determined by the Management Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be delivered in person or mailed by regular U.S. Mail, postage prepaid, to each person who appears as an Owner at his/her last known address as shown on the books and records of the Association. The notice shall state the day, date, time, place, and general purpose of the meeting.

b. Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Owners who collectively hold at least thirty (30%) of the total vote. Such meeting shall be held at such place as the Committee may specify and the notice thereof, which must be sent by the Management Committee, shall state the day, date, time, place and matters to be considered at the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting.

c. Waiver of Notice. No notice of any meeting of the Owners shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice.

d. Quorum. The presence of at least thirty-five (35) Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting.

1) Quorum Not Present. If a quorum is not present at any Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours and no later than 30 days, after the time set for the original meeting.

2) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting shall constitute a quorum.

3) Percentage Approval Requirement. Anything to the contrary notwithstanding, in any instance in which this Declaration requires the affirmative vote of a certain number of Owners for authorization or approval of a matter (e.g. majority of Owners needed to amend the Declaration – *see* Section 20 below), the written consent of such number of Owners, is sufficient authorization for approval of the item, regardless of the quorum requirements.

11. Common Income Expenses and Voting Rights. The common income of the Association shall be allocated, the Common Expenses shall be charged, and the voting rights shall be allocated to the Owners equally. Each Owner, upon receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay his/her portion of the Common Expenses or any other Assessment levied against him/her or his/her Lot, including any fines resulting from a violation of the Declaration or any rule or regulation adopted by the Management Committee.

a. Purpose of Common Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Association as well as maintaining, repairing and replacing the easements, rights of way, and the Common Area Parcels or improvement thereon.

b. Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

1) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

2) Basis. Shall be based upon advance estimates of cash requirements by the Committee to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair and replacement of the easements, rights of way and the Common Area Parcels as well as the management of the Association.

c. Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the annual Owner's meeting by the affirmative vote of a majority of all of the Owners (not just a majority of those Owners present). Notwithstanding the foregoing, however, if the Owners disapprove the proposed Budget and Assessments or the Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new Budget and Assessment schedule shall have been established, the Budget and Assessment schedule in effect for the then current year shall continue for the succeeding year.

d. Method of Payment of Assessments. The Committee has the sole authority and discretion to determine how and when any Assessment is to be paid.

e. Personal Obligation of Owner. Each Owner is personally liable to pay any Assessment levied by the Management Committee against him/her or his/her Lot; provided, however, no first mortgagee or beneficiary under a first deed of trust who obtains title to a Lot pursuant to a foreclosure shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

f. Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior written notice of any increase in the amount of the Assessment.

g. Reserve Account. The Committee may establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements.

h. Statement of Common Area Assessments Due. Upon written request, the Committee shall furnish to any Owner a statement of Assessments due, if any, on his/her Lot. Failure to provide the certificate within 20 days after a written request, shall be deemed conclusive evidence that all Assessments are paid current. The Committee may require an advance payment of a processing charge not to exceed Twenty-Five and no/100ths (\$25.00) for the issuance of such certificate.

i. Superiority of Common Area Assessments. All Assessments and liens created to secure the obligation to pay an Owner's share of the Common Expenses are superior to any homestead exemptions to which an Owner may be entitled, which exemptions an Owner, by accepting a deed or other document of conveyance or transfer to a Lot, expressly subordinates or waives.

12. Special Assessments. The Committee, with the affirmative consent or approval of at least a majority of the Owners, may levy a Special Assessment to pay for unanticipated expenses, an operation's budget shortfall or any capital improvement.

13. Fines and Individual Assessments. The Committee may fine Owners and residents for the failure to comply with the Governing Documents. In addition, individual assessments may be levied by the Committee against a Lot or its Owner to compensate or reimburse the Association for:

a. costs incurred in enforcing or construing the Governing Documents;

b. costs associated with the maintenance, repair or replacement of any portion of the easements, rights of way and the Common Area Parcels or any improvements constructed or installed thereon damaged by an Owner or resident;

c. any other charge, fee or expense designed by the Management Committee as an individual assessment; and

d. attorneys' fees, late fees, default interest and collection costs.

Provided, however, no fine or individual assessment shall be final until after the Owner or resident shall have received written notice thereof and a reasonable opportunity to be heard. After notice and hearing, the decision of the Management Committee shall be binding, final and conclusive.

14. Collections. Assessments, fines and other monetary charges shall be collected as follows:

a. Apportionment and Collection of Assessments. The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. A lawsuit or cause of action brought to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property first in priority to all other liens and encumbrances, recorded or unrecorded, except:

1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and

2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

b. Late Fees and Accruing Interest. A late fee in the amount of Twenty-five and no/100 Dollars (\$25.00) or Five percent (5%) of the delinquent amount, whichever is

greater, shall be assessed on payments received more than 10 days after their due date. Simple interest at the rate of One and ½ percent (1.5%) per month shall accrue on all delinquent accounts. The Management Committee may, in its sole discretion and under circumstances that it deems fair and just, elect to waive late fees and accruing interest but it is not required to do so.

c. Foreclosure of Lien and/or Personal Judgment. The Management Committee may elect to institute a lawsuit, foreclose a lien or both in order to collect past due obligations.

d. No Waiver. No Owner may waive or otherwise exempt himself from liability for his/her portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for herein by the abandonment of his/her Lot.

e. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Management Committee to take some action or perform some function required to be taken or performed by the Association or Management Committee under this Declaration, or for inconvenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights of way or the Common Area Parcels, or any improvement constructed or installed thereon, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments is a separate and independent covenant on the part of each Owner.

f. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest in the Property. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of recording notice of lien, certified mailing or personal service, foreclosure report, reasonable attorney's and trustee's fees, and a reasonable rental for the Dwelling during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

g. Appointment of Trustee. If the Management Committee elects to foreclose the LIEN IN THE SAME MANNER AS FORECLOSURES IN DEEDS OF TRUST, THEN THE Owner by accepting a deed or other document of conveyance or transfer to the Lot hereby irrevocably appoints the attorney of the Association, provided he/she is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his/her right, title and interest in and to the real property for the purpose of securing his/her performance of the obligations set forth herein.

h. Attorney in Fact. Each Owner by accepting a deed or other document of conveyance or transfer to a Lot hereby irrevocably appoints the Association as his/her attorney in fact to collect rent from any person renting his/her Dwelling, if the Dwelling is rented, or leased, and the Owner is delinquent in the payment of his/her portion of the Common Expenses or any Assessment or fine. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner is current on his/her obligations to the Association. The Owner shall credit his/her renter or non-owner occupant, against rent due, an amount equal to the amount of money paid by the renter to the Association. If the renter fails to pay the Association, the Association may evict the tenant or non-owner occupant.

15. Insurance. The committee may purchase and maintain appropriate property, liability and directors & officers insurance coverage as well as a fidelity bond covering those persons handling and responsible for monies of the Association.

16. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience purposes only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both other genders or the neuter. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17. Covenants to Run with the Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude's, as the case may be, and

shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

18. Enforcement and Right to Recover Attorneys' Assessments. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce or constitute the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the non-defaulting party shall be entitled to recover his/her reasonable attorney's fees, costs and expenses which may arise or accrue.

19. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the management Committee, are established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Management Committee or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Management Committee and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action which may result from any act or failure to action (whether intended or implied) while functioning as a member of the Committee, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

20. Amendments. This Declaration may be amended only upon the affirmative written approval of at least a majority (at least 52) of the Owners of the Lots and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah. If a Lot has more than one Owner, the written approval of any Owner of the Lot shall be deemed approval for all Owners of the Lot for amendment purposes.

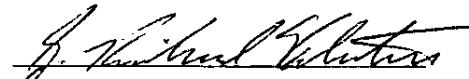
IN WITNESS WHEREOF, the undersigned Owners hereby approve of this Amendment.

STATE OF UTAH)

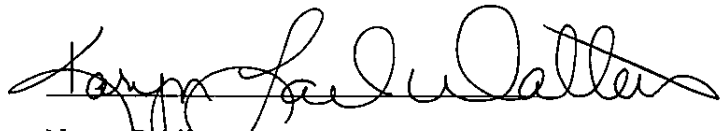
:ss

COUNTY OF SALT LAKE)

I hereby further swear, declare, and affirm to the best of my knowledge that the attached signatures satisfy the requirements for the amendment of the declaration.


Title VILLAGE AT JORDAN LANDING HOA

SUBSCRIBED AND SWORN TO before me this 10 th day of December, 2009.


Notary Public



**AMENDED BYLAWS
OF
THE VILLAGE AT JORDAN LANDING HOMEOWNERS ASSOCIATION, INC.
(A UTAH NONPROFIT CORPORATION)**

**ARTICLE I
OFFICES**

The Village at Jordan Landing Homeowners Association, Inc. ("Association") may have such other offices, within or without the State of Utah, as the Board (defined below) may designate or as the business of the Association may require from time to time.

**ARTICLE II
DEFINITIONS**

Except as otherwise provided herein or as otherwise required by the context, all terms defined in the Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing, dated February , 1999, and recorded in the office of the County Recorder of Salt Lake County, Utah on February 9, 1999, as Entry No. 7249575, in Book 8247, beginning at Page 6080 ("Declaration"), as such Declaration has been amended and may be amended from time to time, shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEMBERS**

Section 1. Annual Meetings. Each Owner of a Lot shall be a member of the Association as set forth in the Articles of Incorporation and the Declaration. The annual meeting of members of the Association shall be held on the second Thursday of October of each year, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing directors (if the members then have responsibility for so doing) and transacting such other business as may come before the meeting. If the election of directors shall not be held on

the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient, The Board may from time to time by resolution change the date and time for the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by the Board or by the president, and shall be immediately called by the president upon the written request of members holding not less than thirty percent (30%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board. or the president. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

Section 3. Place of Meetings. The Board may designate any place in the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the members may designate any place, within the State of Utah, as the place for holding such meeting.

Section 4. Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purpose of all meetings of the members, whether annual or special, to be delivered, not more than thirty (30) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If

no address is registered with the Association, the member's Lot address shall be deemed to be such member's registered address for purposes of notice hereunder.

Section 5. Fixing of Record Date. Upon purchasing a Lot in The Village at Jordan Landing, a planned residential unit development, each member shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such member, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof; the Board may designate a record date, which shall not be more than thirty (30) nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the members of record of Lots in The Village at Jordan Landing, a planned residential unit development shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

Section 6. Quorum. At any meeting of the members, the presence of 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 by proxy), 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 business even if the members and proxy holders present are less than fifty percent (50%) of the total votes of the Association.

Section 7. Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy, or by written ballot; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by his attorney thereunto duly authorized in writing. If ownership of a Lot is jointly held, the instrument authorizing a proxy to act must have been executed by all owners of such Lot or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to 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 proxies in the minutes of the meeting.

Section 8. Votes. With respect to each matter, other than the election of directors, submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy or by ballot, the number of votes appertaining to the Lot of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting or by written ballot at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law.

Section 9. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

Section 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 a majority of the members entitled to vote with respect to the subject matter thereof.

Section 11. Meetings by Telecommunication; Action by Written Ballot. Despite any provision in these Bylaws to the contrary, any or all of the members may participate in any annual or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted in the foregoing sentence is considered to be present in person at the meeting. Notwithstanding any provision in these Bylaws to the contrary, any action that may be taken at any annual or special meeting of members may be taken by written ballot in accordance with Section 16-6a-709 of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 et seq.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers. The property, affairs, and business of the Association shall be managed by the Board. "Board," as used in these Bylaws and in the Articles of Incorporation, shall mean the board of directors of the Association and shall be synonymous with the terms "Management Committee" or "Committee," as used in the Declaration. The Board may exercise all of the powers of the Association, whether derived from law, the Articles of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Board shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual expenses, provide the manner

of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting The Village at Jordan Landing, a planned residential unit development and the Association and its administration, and specifying the maintenance and repair expenses of the Association Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

Section 2. Board of Directors. The Board shall be composed of at least three (3) directors and may increase its size from three (3) directors to either five (5) or seven (7) directors, but at no time shall the Board consist of more than seven (7) directors. The directors specified in the Articles of Incorporation shall serve until their successors are duly elected and qualified. Directors elected by the members are required to be members of the Association. The number of directors may be fixed or changed from time to time within the range in this Section 2 by the Board.

Section 3. Regular Meetings. The regular annual meeting of the Board shall be held without other notice than this bylaw, at the same place as the annual meeting of the members, and shall be convened immediately following the adjournment of the annual meeting of the members or at such other time as the directors may decide. The Board may provide by resolution the time and place, within the State of Utah, for the holding of additional regular meetings without other notice than such resolution; provided, however, that the Board shall meet not less than one time in each quarter of the fiscal year.

Section 4. Special Meetings. Special meetings of the Board may be called by or at the request of any of the directors. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least twenty-four (24) hours prior thereto by written notice delivered personally, or mailed to each director at such director's registered address, or by e-mail, facsimile or telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by mail, facsimile or telegram, such notice shall be deemed to have been delivered when the telegram is received by the recipient. Any director may waive notice of a meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum and Manner of Acting. A majority of the then-authorized number of directors shall constitute a quorum for the transaction of business at any meeting of the Board. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. The directors shall act only as a board, and individual directors shall have no powers as such.

Section 6. Compensation. No director shall receive compensation for any services that he may render to the Association as a director; provided, however, that a director may be reimbursed for expenses incurred in performance of his duties as a director to the extent such expenses are

approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a director.

Section 7. Resignation and Removal. A director may resign at any time by delivering a written resignation to either the president or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any director may be removed at any time, for or without cause, by the affirmative vote of the members holding more than fifty percent (50%) of the total number of votes of the Association, at a special meeting of the members duly called for such purpose.

Section 8. Vacancies. If vacancies shall occur in the Board by reason of the death, resignation, or disqualification of a director, or if the authorized number of directors shall be increased, the directors then in office shall continue to act, and such vacancies or newly created directorships shall be filled by a vote of the directors then in office, though less than a quorum, in any way approved by such directors. Any vacancy in the Board occurring by reason of removal of a director by the members may be filled by election at the meeting at which such director is removed. Any director 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 directorship, as the case may be.

Section 10. Informal Action by Directors. Any action that is required or permitted 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 of the directors.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the Association shall be a president, a vice president, a secretary, and a treasurer, and such other officers as may from time to time be appointed by the Board. Officers need not be directors or members of the Association.

Section 2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices; provided, however, that the president may not also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

Section 3. Subordinate Officers. The Board 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 may from time to time determine. The Board 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. Subordinate officers need not be directors or members of the Association.

Section 4. Removal. Any officer may resign at any time by delivering a written resignation to the president or to the Board. Any officer or agent may be removed by the Board whenever in its

judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. 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 at any regular or special meeting.

Section 6. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board. He may sign, or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time.

Section 7. Vice-President. The vice-president shall have all the powers as the president in the event of the latter's absence or inability to act.

Section 8. Secretary. The secretary shall (a) keep the minutes of the Association and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Association; and (d) in general perform all duties incident to the office of

secretary and such other duties as from time to time may be assigned to him by the president or by the Board.

Section 9. Treasurer. The treasurer, if appointed, shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association, in such banks, trust companies or other depositories as shall be determined by the Board; and (c) in general perform all of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or by the Board.

Section 10. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board.

Section 11. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE VI COMMITTEES

Section 1. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee

member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

Section 2. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

Section 3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 4. Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the president, the Board, 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 may at any time, for or without cause, remove any member of any committee.

Section 5. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total 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.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification—Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such action, suit, or proceeding, if such director or officer acted in good faith and in a manner such director or officer reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification—Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a director or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or

suit, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Determination. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article VII hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made in accordance with Section 16-6a-906 of the Act.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of a certification from the person seeking such advance that such person meets the standards for indemnification and receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this article or otherwise.

Section 5. Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, the Articles of Incorporation, Bylaws, agreements, vote of disinterested members or directors, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future directors and officers of the Association and shall continue as to such persons who cease to be directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 6. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a director, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

Section 7. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall constitute expenses of the Association and shall be paid with funds from the Association Expense Fund.

**ARTICLE VIII
FISCAL YEAR**

This fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

**ARTICLE IX
RULES AND REGULATIONS**

The Board may from time to time adopt, amend, repeal, and enforce reasonable rules regulations governing the use and operation of The Village at Jordan Landing, a planned residential unit development; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.

**ARTICLE X
AMENDMENTS**

Except as otherwise provided by law, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of more than fifty percent (50%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and mailed to each member of the Association.

Adopted this 10 day of December, 2009.

THE VILLAGE AT JORDAN LANDING
HOMEOWNERS' ASSOCIATION

State of Utah)
:ss
County of Salt Lake)

I hereby further swear, declare, and affirm to the best of my knowledge that the attached signatures satisfy the requirements for the CC&Bs.

By: J. Richard Walters

Title: VILLAGE AT JORDAN LANDING HOA

Subscribed and SWORN TO Before me
this 10th day of December, 2009

Karyn Lael Walters
Notary Public



IN WITNESS WHEREOF, the undersigned Owners hereby approve of this Amendment.

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 3731 New Village Rd,

W. Paul Kelly
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 6877 Derby Dale Rd

Susan B. Jeffs Ruthie Jeffs
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 6981 Jordan Close Cr

Kevin A. Smith Susan A. Smith
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 6945 South Jordan Village Rd. Lot #3

Marlyce R. Bullard
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 3745 Village Ford Road

May Bechtel
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 3732 New Village Rd

Lea Edman
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 3758 W. Kingsley Ct

Just Hill
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

He moved X

Address: 3764 New Village Rd. West Jordan UT-84084

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 3755 NEW VILLAGE RD WEST JORDAN UT 84084

Gustavo Leon
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6833 Jordan Village Rd

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6867 DENBY DALE RD. WEST JORDAN

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Ⓞ Address: 6852 Denby Dale Rd

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Ⓞ Address: 3733 Village Ford Rd

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6858 Denby Dale Rd

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6978 Jordan Close Circle

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 6878 Denby Dale Rd.

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6948 Jordan Close Cir

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6972 S. Jordan Close Cr.

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6953 Jordan Village Rd

[Signature] Signature of Owner [Signature] Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6887 Denby Dale Rd. West JORDAN

[Signature] Signature of Owner [Signature] Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6872 DENBY DALE RD. WEST JORDAN, VT 84084

[Signature] Signature of Owner [Signature] Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6817 Jordan Village Rd

[Signature] Signature of Owner [Signature] Signature of Co-Owner (if any) [Signature] Signature of Co-Owner (if any)

Address: 6809 Jordan Village Rd.

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 6923 S. Denby Dale Rd.

[Signature]
Signature of Owner

Ronnie Jones
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Ⓞ Address: 3734 N. New London Rd.

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6822 Denby Dale Rd.

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 3004 New Village Rd West Jordan UT 84084

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6939 Jordan Close Cir

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 6814 So Denby Dale Rd West Jordan UT 84084

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Ⓞ Address: 6854 S. DENBY DALE RD. W. JORDAN, UT 84084

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Ⓞ Address: 10871 Denby Dale Rd

[Signature]
Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 3759 W NEW VILLAGE RD

[Signature] Signature of Owner Maureen Burrows Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6844 DERBY DALE RD

[Signature] Signature of Owner H. McCullen Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6998 JORDAN CLOSE CIRCLE

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6995 JORDAN CLOSE CIRCLE

[Signature] Signature of Owner Judy Steimann Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6955 S. JORDAN CLOSE CIR

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6999 DERBY DALE RD

[Signature] Signature of Owner Nelva Teeple Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 6986 JORDAN CLOSE CIR.

[Signature] Signature of Owner Annatt Staden Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

Address: 3749 W. Kingsley Ct.

[Signature] Signature of Owner _____ Signature of Co-Owner (if any) _____ Signature of Co-Owner (if any)

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

2nd
Signature

Address: 6849 Jordan Village Rd.
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

Address: 3734 Village Ford Rd
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

④ Address: 3757 Village Ford Rd
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

④ Address: 5772 New Village Rd.
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

*

Address: 6929 JORDAN VILLAGE RD.
 Signature of Owner: Alicia Martinez Signature of Co-Owner (if any): _____ Signature of Co-Owner (if any): _____

Address: 6913 SD JORDAN VILLAGE RD
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

Address: 6881 Jordan Village Rd
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

Address: 6873 JORDAN VILLAGE RD
 Signature of Owner: [Signature] Signature of Co-Owner (if any): [Signature] Signature of Co-Owner (if any): _____

INDIVIDUAL LOT OWNER SIGNATURES

By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 6964 So Jordan Chase Circle

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: 3754 Village Ford Road

[Signature]
Signature of Owner

[Signature]
Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

Address: _____

Signature of Owner

Signature of Co-Owner (if any)

Signature of Co-Owner (if any)

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Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
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Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
-----------------------------	---	---

Address: _____

_____ Signature of Owner	_____ Signature of Co-Owner (if any)	_____ Signature of Co-Owner (if any)
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Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

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Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

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Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: _____

Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

IN WITNESS WHEREOF, the undersigned Owners hereby approve of this Amendment.

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By signing this document, I hereby certify that my name is as follows, that I am the/an Owner of a Lot at the address designated below and a member of The Village at Jordan Landing Homeowners Association, and that I approve of the proposed first amendment to the Declaration.

Address: 3755 West New Village Rd

CEB Olga P Dubrano _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 684 JORDAN VILLAGE RD

John E Hollister Eric J Hollister _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 3728 W. Kingsley Ct

Julie Cook _____ _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

* Address: 6086 Denby Dale Rd

MS _____ _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 6912 DENBY DALE RD.

Dee Wain Wenz _____ _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 6926 DENBY DALE RD.

C. A. Schmidt _____ _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 10942 Jordan Close Circle

Loanne Reas _____ _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)

Address: 10956 Jordan Ct. Circle

Rudy [unclear] Debbie [unclear] _____
Signature of Owner Signature of Co-Owner (if any) Signature of Co-Owner (if any)