

THE FIELDS AT LAKEVIEW HOMEOWNER'S ASSOCIATION
A MASTER ASSOCIATION IN OREM, UTAH

**CORRECTED AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, and RESTRICTIONS FOR THE FIELDS AT LAKEVIEW
HOMEOWNER'S ASSOCIATION, INC.
*AN EXPANDABLE DEVELOPMENT***

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This Amended and Restated Declaration of Protective Covenants, Conditions, & Restrictions for The Fields at Lakeview HOA, an expandable master project, is made as of the date of the recording in the Utah County Recorder’s Office by Boardwalk Industries LLC, a Utah limited liability company, (“Declarant”). On May 6, 2021, a prior version was recorded that inadvertently omitted Exhibits B and C. This corrected version is recorded with Exhibits B and C to remedy the prior omission.

RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded Declaration of Protective Covenants, Conditions, & Restrictions for The Fields at Lakeview HOA that was recorded as Entry No. 20164-2019 on March 12, 2019, at the Utah County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (“Prior Declaration”). It has been adopted by the Declarant pursuant to the amendment authority granted it in Article 9 of the Prior Declaration.
2. Declarant is the owner of fee simple title to that certain real property situated in the city of Orem, Utah County, and more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (hereinafter the “Property”).
3. Declarant will create within and upon the Property a neighborhood made up of multiple Lots and Residences referred to herein as The Fields at Lakeview. In order to do so, Declarant desires to establish protective covenants and conditions and restrictions upon the Property, which will constitute a general scheme for the improvement, development and management of said Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value desirability and attractiveness of the Property and enhancing the quality of the environment within Fields at Lakeview. It is anticipated that a segment or segments of the Property will be conveyed to one or more Sub-Associations which shall be subject to this Declaration.
4. The Association is not a cooperative as that term is used in Utah Code Ann. Title 57, Chapter 8a.
5. To provide efficient management for The Fields at Lakeview and to preserve its value, desirability and attractiveness, Declarant has incorporated a Utah nonprofit corporation called The Fields at Lakeview Homeowner’s Association, Inc. (the “Master Association” or the “Association”) and Declarant delegates and assigns to such Association the powers of managing The Fields at Lakeview, of maintaining and administering the Common Areas and Facilities, of administering and enforcing all covenants, conditions and restrictions, of collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to, and of performing such other acts as shall generally benefit The Fields at Lakeview.
6. Declarant will hereafter hold and convey title to all of the property subject to the protective covenants, conditions and restrictions hereinafter set forth.

7. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant’s reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of Improvements; (2) use of any Dwelling owned by the Declarant as a model Dwelling, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant’s rights under this Declaration in whole or part; and (5) retention of Declarant’s rights with respect to subsequent phases of the Project. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant or the Association. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

SUBMISSION

1. The Property is made subject to, and shall be governed by the Utah Community Association Act (the “Act”).
2. The Property is made subject to, and shall be governed by this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of the City of Orem to access the roads within the Project for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way including those depicted on the Plat(s). Easements and rights-of-way in favor of the City of Orem include any dedicated roadways and public utility easements and are depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

NOW THEREFORE, in consideration of the Recitals above, the Declarant, in order to further preserve and maintain the integrity of the Project, hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Property, and the owners of said interests, their successors and assigns.

**ARTICLE 1
DEFINITIONS**

When used in this Declaration (including the “Recitals” and “Submission”), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are

applicable to a single section are defined in that section. This Declaration incorporates all terms defined in Utah Code Ann. § 57-8a-102.

1.1 “Articles” and “Bylaws” shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board’s selection, the Board’s general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 “Assessments” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, reconstruction assessment, individual assessment, fine, or other charge.

1.3 “Association” shall mean The Fields at Lakeview Homeowner’s Association, Inc., a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 “Association Rules” shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 “Building” shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 “Board” shall mean the Board of Directors of the Association.

1.7 “Board Member” shall mean a member of the Board of Directors.

1.8 “Capital Improvement” shall mean all new improvements with a life expectancy of five (5) years or more intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

1.9 “City” shall mean the City of Orem, Utah, a municipal corporation of the State of Utah.

1.10 “Common Areas” or “Common Areas and Facilities” shall exclusively include:

- (a) all areas designated as common area on any Sub-Association plat but excluding any areas designated as limited common area on any Sub-Association plat;
- (b) all non-public roads that are within the boundaries of the Project;
- (c) all sewer lines within the boundaries of the Project but outside the boundaries of a Lot except any public sewer lines including the sewer line on 1860 South which is public and not part of the Common Area;

- (d) all common facilities and open areas depicted on any Sub-Association Plat including, without limitation, any common pools, clubhouses, playgrounds, playground equipment, and parking areas;
- (e) the storm water detention pond at the Southwest corner of 1860 South and 1230 West;
- (f) the areas designated as “Wet Lands” on any Sub-Association Plat or on the map attached as part of Exhibit “C.”
- (g) any other real or personal property and easements and other interests therein, together with the facilities and improvements located thereon, which the Association hereafter owns or otherwise holds for the common use and enjoyment of all Owners and related improvements, including any additional areas contained in any Expansion Property which are subsequently annexed herein.

1.11 “Common Expenses” shall mean the actual and estimated costs of:

- (a) maintenance, management, operation, repair, and replacement of the Common Areas and Facilities, and all other areas within the Property and outside of the Property which are maintained by the Association as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;
- (b) unpaid Special or Reconstruction Assessments;
- (c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- (d) the costs of utilities, trash pickup and disposal, gardening and other services benefiting the Owners and their Lots to the extent such services are paid for by the Association;
- (e) the costs of fire, casualty, liability, workmen’s compensation and other insurance covering the Common Areas and Facilities;
- (f) the costs of any other insurance obtained by the Association;
- (g) reasonable reserves as deemed appropriate by the Board;
- (h) the costs of bonding the members of the Board, any professional managing agent: or any other person handling he funds of the Association;
- (i) taxes paid by the Association
- (j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas and Facilities or portions thereof;

(k) the costs of any other item or items approved by the Board and incurred in connection with the Common Areas and Facilities, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

1.12 “Declarant” shall mean Boardwalk Industries, LLC, a Utah limited liability company, and its successors and assigns.

1.13 “Expansion Property” shall mean real property that may be added to the Project by the Declarant by recording additional Plats.

1.14 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles, the Bylaws, any Plat, this Declaration, and Association Rules.

1.15 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property or any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.16 “Institutional Mortgagee” shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.

1.17 “Lot” shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property (excluding Common Areas). References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in, this Declaration and, as applicable, on the Plat for such Lot.

1.18 “Meeting of the Board” or “Meeting” shall mean a gathering of the Board, whether in person or by electronic system that allows for oral communication in real time (such as web conferencing, video conferencing, and telephone conferencing), at which the Board can take binding action; Communication by email shall not be considered a Meeting.

1.19 “Member” shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2, including Declarant.

1.20 “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.21 “Mortgagee” shall mean the mortgagee or beneficiary under any Mortgage. A “First Mortgagee” shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.22 “Occupant” shall mean and include the Declarant, the Owners, their respective heirs, successors and assigns (including Mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.23 “Owner” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation. An Owner shall include, without limitation, any Sub-Association that obtains title to a Lot by deed, recordation of a Plat, or any other legally-enforceable manner.

1.24 “Permittees” shall mean all Occupants and all other invitees of Occupants.

1.27 “Plat” shall mean any subdivision plat (including Sub-Association plats), any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property or any portion thereof; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Lots, Buildings, improvements, or Residences created by the Plat shall comprise the Project or a part thereof; and (d) which is filed for record in the office of the Utah County Recorder.

1.28 “Project” shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon.

1.29 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.30 “Residence” shall mean and refer to any Residence situated upon a Lot which has its own principal access to the outside, is not located over or under another Residence, and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of the Residence.

1.31 “Single Family” shall mean one of the following groups of individuals, but not more than one at the same time: (1) an individual living alone; or (2) two or more people all of whom are related to one designated occupant of the dwelling by blood, marriage, adoption, or legal guardianship and their foster children and up to two other unrelated persons who do not pay rent and are not the primary occupant(s) of the dwelling; or (3) up to three related or unrelated

individuals who live and cook together as a single housekeeping unit; or (4) two unrelated individuals and any children of either of them living as a single-housekeeping unit.

1.32 “Sub-Association” shall mean any community association (other than this Association) that consists of real property that is also part of this Association. The Sub-Associations that are anticipated at the time of this Declaration are more fully described in Exhibit “C.”

1.33 “Supplementary Declaration” shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments, if any, recorded subsequent to this Declaration, which annex portions of the Expansion Property and thereby extend the plan of this Declaration to such additional property as provided herein.

1.34 “Turnover Date” shall mean the earlier of: (i) the date upon which none of the Residences remain owned by the Declarant; or (ii) the date the Declarant, at its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration, evidenced by an instrument recorded in the Office of the Utah County Recorder.

1.35 “Utah Community Association Act” or the “Act” shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-8a-101 et seq., as amended from time to time.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

2.1 Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws, and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration; Owners may also be subject to the governing documents of a Sub-Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; provided, however, that a Member’s voting rights and privileges in the Common Areas and Facilities may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner’s name to the transferee of such Owner’s interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association

so that the name of the Member corresponds with the ownership of the Lot set forth in the Salt Lake County Recorder's office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as follows:

a. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class "B" Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

c. Notwithstanding anything to the contrary herein, during any period of time that the Sub-Association, the Fields at Lakeview III, is controlled by its declarant (or any successor or assign thereto), such declarant shall have authority to veto any action by the Fields at Lakeview Homeowner's Association or any aspect of such action that materially impacts the Fields at Lakeview III as determined by the declarant of the Fields at Lakeview III in its discretion and subject to the approval of such declarant's lender, Arbor Private Label, its successors, assigns, and affiliates (the "Veto Power"). The Veto Power may be exercised before or after the subject action has commenced and may apply, without limitation, to action regarding Assessments levied against the Fields at Lakeview III, action to incur debt, and amendments to the Master Declaration. Unless necessary to protect its interests, the Fields at Lakeview III shall not have authority to exercise the Veto Power in a manner that limits the Fields at Lakeview Homeowner's Association's ability to take action against other Sub-Associations. For instance, if the Fields at Lakeview Homeowner's Association approves a rate-increase to the Regular Assessments against each Sub-Association, the Fields at Lakeview III will have authority to veto the increase as it applies to the Regular Assessments paid by the Fields at Lakeview III but will not have authority to veto the increase as it applies to the Regular Assessments paid by the other Sub-Associations unless, under the circumstances, such action is necessary to protect the interests of the Fields at Lakeview III.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant

to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

2.5 Declarant's Control of Association Prior to Turnover Date. Prior to the Turnover Date, the Declarant has the right to appoint all of the members of the Board and the officers of the Association. If, at any time prior to the Turnover Date, the Declarant has not appointed any members of the Board, the Declarant shall have all authority otherwise vested in the Board. Notwithstanding anything to the contrary in this Declaration, Declarant may (but is not required to) exercise its discretionary termination of control in whole or in part as to any portion of the Project at its sole election and determination. In doing so as to a portion of the Project, it does not waive any reversionary or remaining control as to all other portions of the Project, the control of which is not expressly terminated by Declarant.

ARTICLE 3 COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Sub-Association shall pay to the Association: Regular Assessments, Special Assessments, Individual Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon all Lots within each Sub-Association against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of each Sub-Association. Any Owner and subsequent Owner of a Lot within a Sub-Association shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Sub-Association may waive or otherwise escape liability for an Assessment by abandonment of its real property or any portion thereof. Notwithstanding the foregoing or anything to the contrary in this Declaration, unless expressly consented to by the Declarant, no lien shall attach to any Lot held by the Declarant and no Assessment shall be the personal obligation of the Declarant.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Sub-Association. Written notice of the annual Regular Assessments shall be sent to every Sub-Association; provided that failure to provide adequate notice does not relieve the Sub-Association's obligation to pay the Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate

amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Sub-Association, and the date or dates when due

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may, at the Board's discretion, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. The Board may, without a vote of the Members, approve Special Assessments except that, after the Turnover Date, the Board may not approve a Special Assessment exceeding Twenty-Thousand Dollars (\$20,000.00) without the affirmative vote of Members holding not less than fifty-one percent (51%) of the voting power of the Members.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed by dividing the number of improved Lots in the assessed Sub-Association by the total number of improved Lots in all Sub-Associations. Notwithstanding the foregoing, if an estimated Common Expense anticipated to be incurred is unique to a Sub-Association, the Association may include such expense in that Sub-Association's Assessments and subtract it from the Assessments of the other Sub-Associations. All Assessments may be collected at intervals selected by the Board. For purposes of this paragraph, "improved Lots" means Lots that have a Building located thereon and that have received a certificate of occupancy. Prior to the Turnover Date, the Declarant-appointed Board (or the Declarant in the absence of a Board), in its sole discretion, shall determine the amount of each assessment. After the Turnover Date, the Board shall determine the amount of each assessment except that the total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12-month period) by more than twenty-five percent (25%) without the affirmative vote of Members holding a majority of the voting power of the Members.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Sub-Association liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments charged to a specific Sub-Association have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein: all properties dedicated to and accepted by, or otherwise acquired by a public authority; any Sub-Association under the control of the Declarant.

3.8 Individual Assessments. In addition to any other Assessments authorized herein, the Association also may levy an Individual Assessment against any Sub-Association, Owner, and/or Owner's Lot to reimburse the Association for costs incurred in repairing damages that such party is responsible for or in bringing such party into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, together with attorney's fees, interest and other charges related thereto.

3.9 Board Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.10 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Sub-Association on the first day of the month following the Turnover Date for such Sub-Association.

3.11 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.12 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas and Facilities. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association.

3.13 Reinvestment Fee. Within thirty (30) days after the effective date of any transfer of legal title to a Lot, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time. However, notwithstanding the foregoing, the following are not subject to the above referenced reinvestment fee:

- a. an involuntary transfer;
- b. a transfer that results from a court order;
- c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- e. the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.
- f. A transfer to the Declarant.

ARTICLE 4
NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within ten (10) days after the delinquency date, a late charge in an amount determined by the Board but not exceeding \$50 shall be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against a Sub-Association after the delinquency date:

a. The Association may bring an action to recover a money judgment against the Sub-Association for unpaid Assessments, interests, late fees, costs, and attorney's fees.

b. The Association may foreclose the Association's lien against any Lot or Lots within the delinquent Sub-Association for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code 57-8a-304.

c. The Association may revoke access of the delinquent Sub-Association's members to the common facilities and amenities.

d. The Association may revoke the voting rights of the delinquent Sub-Association and its members in which case any such party with revoked voting rights shall not be included in calculating quorum or total voting interest.

e. The Association shall have all other rights and remedies available by applicable law.

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Sub-Association or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Sub-Association and/or other obligees jointly and severally.

4.3 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.4 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to B. Scott Welker, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE 5
COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Permitted Use. Only those spaces approved for commercial use by the City may be used for commercial purposes. Any commercial spaces must be used exclusively in a manner consistent with all applicable laws, ordinances, and regulations governing such spaces. Unless specifically approved for another use by the City, each Lot shall be used exclusively for single-family, residential purposes.

5.2 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Board shall consent thereto in writing. The Declarant shall be exempt from the provisions of this Section.

5.3 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept on any Lot, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept on any Lot that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.4 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Lots, the Common Areas, and the Project, as such rules and regulation may be modified, amended, and construed by the Association.

5.5 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provision, covenants, conditions or restrictions upon completion of the construction.

5.6 Sub-Association Membership. In addition to and independent from his or her membership in The Fields at Lakeview Homeowner's Association, Inc., each Owner shall be a member of a Sub-Association and shall be subject to such Sub-Association's governing documents. An Owner's membership in a Sub-Association shall be determined by the location of his or her Lot as more fully described in Exhibit C. Each member of a Sub-Association shall be vested with voting rights as described in Exhibit C. The members of each Sub-Association shall be authorized to adopt an enabling declaration and bylaws for such Sub-Association by the affirmative vote of a majority of the Sub-Association's voting interest. Any enabling declaration and bylaws duly adopted by a Sub-Association may be recorded against each Lot within such Sub-Association.

ARTICLE 6
DUTIES AND POWERS OF THE ASSOCIATION

6.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Board shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in the Bylaws and Section 6.2 below, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments;

b. acquire, maintain and otherwise manage all of the Common Areas and Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association;

c. pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas and Facilities, all water, gas and electric, refuse collections and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas and Facilities to serve the Property as provided herein;

f. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

i. have the power of entry upon any Lot where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas and Facilities, or the Owners;

j. provide snow removal on roadways owned and maintained by the Association;

k. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas and Facilities, the administration of the affairs of the Association or for the benefit of the Members;

l. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas and Facilities to said district.

6.2 Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas and Facilities; provided, however, that the Association Rules may not discriminate among similarly-situated Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. Prior to the Turnover Date, Declarant shall be exempt from the rule making procedure required by Utah Code § 57-8a- 217.

6.3 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; provided, however, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

6.4 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

ARTICLE 7 INDEMNIFICATION

7.1. Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any 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 Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal

action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, 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 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.

7.2. 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 Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in 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 for gross negligence or intentional misconduct in the performance of his duty 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.

7.3. Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 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 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board of Directors cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

7.4. Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.5. Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE 8 REPAIR AND MAINTENANCE

Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to maintain the Common Areas and Facilities in a clean, safe, and attractive condition at all time and shall repair, restore, replace and make necessary improvements to the same.

ARTICLE 9 INSURANCE

9.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

9.2 Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

9.3 Directors and Officers Insurance. The Board, in its sole discretion, may obtain Directors and Officers liability insurance protecting the Board of Directors, the Officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available).

9.4 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- a. Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- b. Provide coverage for theft or embezzlement of funds by:

- (i) Officers, Board of Directors, or Members of the Association;
- (ii) Employees and volunteers of the Association;
- (iii) Any manager of the Association; and
- (iv) Officers, directors and employees of any manager of the Association

9.5 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Lots. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

9.6 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

ARTICLE 10 DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of Improvements upon the Common Areas and Facilities, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds or such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event any excess insurance proceeds remain, the Board shall distribute pro rata such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

ARTICLE 11 EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas and Facilities, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas and Facilities, the rules as to restoration and replacement of the Common Areas and Facilities and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas and Facilities. In the event of a total taking, the Board shall distribute pro rata any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE 12 RIGHTS TO THE COMMON AREAS AND FACILITIES

There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

- a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.
- b. The right of the Association to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas and Facilities to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than sixty-seven percent (67%) of the voting power of the Members.
- c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 12.1(b) above, all or any portion of the Common Areas and Facilities to said district.

ARTICLE 13 EASEMENTS AND LICENSES

13.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the real property owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to real or personal property caused by such entry as promptly as possible after completion of work thereon.

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot.

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

13.2 Reservation of Access and Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

13.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. Nonexclusive easements for the purpose of pedestrian traffic over, upon, and across the Common Areas and Facilities and portions of each Lot; limited, however, to those

portions of the foregoing which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner.

b. Nonexclusive easements for the purpose of vehicular traffic over, upon, and across (1) the public streets and alleys now and hereafter abutting any portion of the Property; (2) Association-owned roads; (3) access points for ingress and egress; (4) the Common Areas and Facilities; and (5) portions of the Lots; limited, however, to those portions of the foregoing which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner.

13.4 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

13.5 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of improvements upon the Lots, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Lots, or other property in the Project or within any undeveloped land, (c) improvement of the Common Area and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

ARTICLE 14 NATURE OF EASEMENTS, LICENSES, AND RIGHTS GRANTED

14.1 Easements Appurtenant. Each and all of the easements, licenses, and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements, licenses, and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

14.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- a. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;
- b. create mutual equitable servitudes upon each Lot in favor of the other Lots;
- c. constitute covenants running with the land; and
- d. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 15 EXPANSION RIGHTS AND SUBMISSION

15.1 Right to Expand. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project all or a portion of the Expansion Property. The Buildings on the Expansion Property are required to be substantially similar to those constructed upon the Property.

15.2 Annexation without Approval and Pursuant to General Plan. All or any part of the Expansion Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property sought to be annexed, shall be executed by the then Owner or Owners thereof, consented to by Declarant, and recorded; provided, however, no Supplementary Declaration shall be so executed and recorded pursuant to this Section subsequent to the Turnover Date. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Property and all of the Owners of Lots in said annexed real property shall automatically be Members of the Association.

15.3 Supplementary Declaration. The annexations authorized under section 18.2 may be made by recording a Supplementary Declaration of Protective Covenants, Conditions and Restrictions, or similar instrument, with respect to the Expansion Property which shall extend the plan of this Declaration to such property. Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property unless such

Supplementary Declaration is approved in the manner required herein for an amendment to this Declaration.

15.4 No Obligation to Expand. This Declaration is not intended, and shall not be construed so as to impose upon Declarant an obligation to expand the Project or any other obligation respecting or restricting Declarant in any way with regard to any addition to the Project or any of the Expansion Property.

15.5 Owners' Obligations Concerning Expansion of Project. Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Expansion Property (whether or not added to the Project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner, directly or indirectly, shall oppose such development in public meetings, by petition, or by legal actions.

ARTICLE 16 AMENDMENTS

16.1 Manner of Amending. This Declaration may be amended as follows:

a. At all times on or prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplementary Declaration or by another amending document approved and signed by the Declarant. No other Members will be required to approve such amendment.

b. After the Turnover Date, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing sixty-seven percent (67%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

16.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

16.3 Mortgagee's Rights. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

16.4 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot each Owner thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

16.5 Certain Amendments Requiring Consent. No amendment of this Declaration changing the allocation of assessments with regard to Declarant or Declarant Related Entities shall be valid without the consent of the Declarant.

ARTICLE 17 ASSOCIATION LITIGATION

17.1 Certain Litigation Requiring Consent. In recognition of the expenses and disruption associated with litigation, except as otherwise provided by this Article, the Association shall not commence a judicial or administrative proceeding without the approval of the Declarant for so long as the Members govern the Association and thereafter only upon the approval of Owners representing at least 75% of the total vote of the Association.

17.2 Actions Arising Out of an Alleged Defect. Neither the Association nor any Owner shall institute an action against any person which arises out of an alleged defect in the development of the Subdivision until: (i) Declarant and the person(s) who physically constructed the portion of the subdivision in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Subdivision (provided, however, that the terms of this Article shall not create an obligation of any person to effect a repair of an alleged defect); (ii) the Association or Owner(s) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant and the affected contractor(s) have been given the opportunity to be heard at a meeting of the Association regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

17.3 Compensation of Legal Counsel. No action affected by this Article shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorneys' fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Association in such action.

17.4 Application and Amendment of this Article. This Article shall not apply to: (i) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Association in proceedings instituted against it; or, (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies. This Article shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

17.5 Relationship to Applicable Law. The rights and provisions of this Article shall be in addition to and, unless conflicting, are not intended to supersede any other rights and provisions regarding association litigation against a declarant provided in the Community Association Act or in any other applicable body of law.

17.6 Amendment Requires Consent of Declarant. Notwithstanding any other provision of this Declaration, this Article and its subsections may not be amended except with the prior written consent of the Declarant.

ARTICLE 18 GENERAL PROVISIONS

18.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

18.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

18.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

18.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential Lots and Residences on the Property and for the maintenance of the Property and the Common Areas and Facilities. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

18.5 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

18.6 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

18.7 Attorneys' Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research,

memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

18.8 Notices. Any notice to be given to an Owner, Sub-Association, or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

a. Notice to an Owner or Sub-Association shall be deemed to have been properly delivered when delivered personally, sent by fax or email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner or Sub-Association in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot (where applicable). Any notice sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners.

b. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

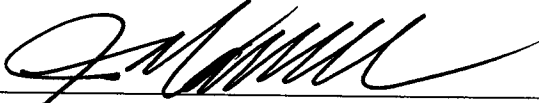
18.9 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

18.10 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

18.11 Non-liability of Officials. To the fullest extent permitted by law, neither the Declarant, the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Declarant has adopted this Declaration of Covenants, Conditions, and Restrictions for and respecting the Fields at Lakeview HOA on the 5 day of MAY, 2021.

BOARDWALK INDUSTRIES, LLC
A UTAH LIMITED LIABILITY COMPANY

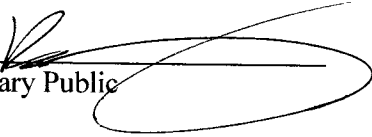


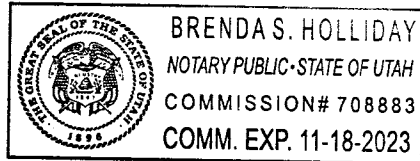
PRINTED NAME: JEFF MANSEN

TITLE: MANAGER

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

On the 5th day of MAY, 2021, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Manager of Boardwalk Industries, LLC, a Utah limited liability company.


Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Plats A through H of the Fields at Lakeview recorded in the Utah County Recorder's Office including the following property:

Beginning at a point located North 89°31'44" West along section line 706.95 feet and North 9.64 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line called out in a boundary line agreement recorded as Entry 122779:2009 in the office of the Utah County Recorder the following four courses and distances: 1) South 77°01'58" West 33.08 feet, 2) North 89°58'43" West 644.42 feet, 3) South 1°01'14" West 27.45 feet, and 4) South 89°08'51" West 686.26 feet; thence North 1°17'00" West 728.21 feet; thence South 87°33'00" West 586.27 feet; thence North 00°00'34" East along a fence line 529.19 feet; thence along a fence line the following five courses and distances: 1) North 88°33'31" East 330.50 feet, 2) North 89°17'38" East 232.96 feet, 3) North 77°04'51" East 8.66 feet, 4) North 88°41'15" East 717.06 feet, and 5) North 84°27'44" East 39.63 feet; thence South 26°51'00" East 344.56 feet; thence South 27°48'10" East 1032.46 feet to the point of beginning.

Area = 37.127 Acres

Less and Accepting the following description deeded to Provo City:

Beginning at a point located on the westerly line of State Road 114, also known as Geneva Road, being N 89°32'09" W 701.59 feet along the section line and South 0.09 feet from the southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said point of also being the southeasterly corner of a parcel that, at the time of this description, is owned by Boardwalk Industries, LLC, per entry 44091:2016 of the Utah County Recorder, and following the southerly boundary of said parcels described within said document, the following four (4) calls,(1) thence N 89°57'35" W 654.61 feet;(2) thence S 0°11'43" E 28.88 feet;(3) thence S 89°48'17" W 549.67 feet;(4) thence S 88°53'59" W 164.59 feet; thence N 1°17'25" W 67.55 feet along the westerly line of said parcels and other contiguous Boardwalk Industries, LLC parcels to a point intersecting the boundary between Orem City and Provo City, said point also being understood to be located at the back of the planned curb and gutter of the future 2000 North Street; and following said boundary the following four (4) calls,(1) thence N 89°48'05" E 751.77 feet;(2) thence 260.07 feet along a 2079.00 foot radius curve to the right whose chord bears S 86°36'53" E 259.90 feet;(3) thence 254.97 feet along a 2021.00 foot radius reverse curve to the left whose chord bears S 86°38'43" E 254.81 feet;(4) thence N 89°44'25" E 101.06 feet to a point along the said westerly line of State Road 114, thence S 27°39'21" E 7.77 feet, along the said line to the point of beginning.

Area = 1.368 Acres

Less and Accepting the following description associated with Tax Parcel: 39:036:0129, deeded to Boardwalk Industries LLC.

Beginning at a point North 16.5 feet and West 748.84 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base & Meridian; running thence West 201.35 feet; thence along a 2384.86 foot radius curve to the right (chord bears North 84°36'12" West 110.92 feet); thence along a 2156.2 foot radius curve to the left (chord bears North 85°17'58" West 164.6 feet); thence North 7.1 feet; thence along a 2085.98 foot radius curve to the right (chord bears South 86°59'11" East 42.64 feet); thence North 00°11'38" West 171.82 feet; thence North 00°11'38" West 122.85 feet; thence along a 10 foot radius curve to the left (chord bears

South 45°11'38" East 14.14 feet); thence North 89°48'22" East 133.13 feet; thence along a 185.33 foot radius curve to the left (chord bears North 87°04'39" East 16.13 feet); thence North 05°21'31" West 21.96 feet; thence along a 157 foot radius curve to the left (chord bears North 73°31'38" East 60.63 feet); thence North 62°24'46" East 52.35 feet; thence South 27°35'14" East 399.82 feet; thence South 31°02'25" West 24.37 feet; thence South 00°01'07" West 2.78 feet to the point of beginning.

Area = 7.19 Acres

Less and Accepting Tax Parcel 39:293:0347 also described as "Parcel A" of Plat "A", FIELDS AT LAKEVIEW, according to the official plat thereof, as recorded in the office of the County Recorder, Utah County, State of Utah.

LIST OF PARCELS

19:036:0129 OREM
 19:036:0131 OREM
 39:292:0401 1867 S 1030 WEST - OREM
 39:292:0402 1869 S 1030 WEST - OREM
 39:292:0403 1871 S 1030 WEST - OREM
 39:292:0404 1873 S 1030 WEST - OREM
 39:292:0405 1877 S 1030 WEST - OREM
 39:292:0406 1879 S 1030 WEST - OREM
 39:292:0407 1884 S 1030 WEST - OREM
 39:292:0408 1886 S 1030 WEST - OREM
 39:292:0409 1888 S 1030 WEST - OREM
 39:292:0410 1892 S 1030 WEST - OREM
 39:292:0411 1894 S 1030 WEST - OREM
 39:292:0412 1896 S 1030 WEST - OREM
 39:292:0413 1898 S 1030 WEST - OREM
 39:292:0414 1902 S 1030 WEST - OREM
 39:292:0415 1904 S 1030 WEST - OREM
 39:292:0416 1906 S 1030 WEST - OREM
 39:292:0417 1908 S 1030 WEST - OREM
 39:292:0418 1912 S 1030 WEST - OREM
 39:292:0419 1914 S 1030 WEST - OREM
 39:292:0420 1926 S 1030 WEST - OREM
 39:292:0421 1924 S 1030 WEST - OREM
 39:292:0422 1922 S 1030 WEST - OREM
 39:292:0423 1918 S 1030 WEST - OREM
 39:292:0424 1916 S 1030 WEST - OREM
 39:292:0425 1938 S 1030 WEST - OREM
 39:292:0426 1936 S 1030 WEST - OREM
 39:292:0427 1934 S 1030 WEST - OREM
 39:292:0428 1932 S 1030 WEST - OREM
 39:292:0429 1928 S 1030 WEST - OREM
 39:292:0430 1946 S 1030 WEST - OREM
 39:292:0431 1948 S 1030 WEST - OREM
 39:292:0432 1952 S 1030 WEST - OREM
 39:292:0433 1942 S 1030 WEST - OREM
 39:292:0434 1944 S 1030 WEST - OREM
 39:292:0435 1954 S 1030 WEST - OREM
 39:292:0436 1956 S 1030 WEST - OREM
 39:292:0437 1958 S 1030 WEST - OREM
 39:292:0438 1052 W 1970 SOUTH - OREM
 39:292:0439 1048 W 1970 SOUTH - OREM
 39:292:0440 1044 W 1970 SOUTH - OREM
 39:292:0441 1038 W 1970 SOUTH - OREM
 39:292:0442 1036 W 1970 SOUTH - OREM

39:292:0443 OREM
39:293:0301 1167 W 1860 SOUTH - OREM
39:293:0302 1173 W 1860 SOUTH - OREM
39:293:0303 1183 W 1860 SOUTH - OREM
39:293:0304 1189 E 1860 SOUTH - OREM
39:293:0305 1199 W 1860 SOUTH - OREM
39:293:0306 1207 W 1860 SOUTH - OREM
39:293:0307 1217 W 1860 SOUTH - OREM
39:293:0308 1223 W 1860 SOUTH - OREM
39:293:0309 1852 S 1230 WEST - OREM
39:293:0310 1844 S 1230 WEST - OREM
39:293:0311 1834 S 1230 WEST - OREM
39:293:0312 1828 S 1230 WEST - OREM
39:293:0313 1818 S 1230 WEST - OREM
39:293:0314 1812 S 1230 WEST - OREM
39:293:0315 1224 W 1810 SOUTH - OREM
39:293:0316 1218 W 1810 SOUTH - OREM
39:293:0317 1208 W 1810 SOUTH - OREM
39:293:0318 1202 W 1810 SOUTH - OREM
39:293:0319 1192 W 1810 SOUTH - OREM
39:293:0320 1186 W 1810 SOUTH - OREM
39:293:0321 1174 W 1810 SOUTH - OREM
39:293:0322 1170 W 1810 SOUTH - OREM
39:293:0323 1158 W 1810 SOUTH - OREM
39:293:0324 1152 W 1810 SOUTH - OREM
39:293:0325 1161 W 1810 SOUTH - OREM
39:293:0326 1169 W 1810 SOUTH - OREM
39:293:0327 1177 W 1810 SOUTH - OREM
39:293:0328 1185 W 1810 SOUTH - OREM
39:293:0329 1193 W 1810 SOUTH - OREM
39:293:0330 1197 W 1810 SOUTH - OREM
39:293:0331 1213 W 1810 SOUTH - OREM
39:293:0332 1219 W 1810 SOUTH - OREM
39:293:0333 1833 S 1230 WEST - OREM
39:293:0334 1218 W 1860 SOUTH - OREM
39:293:0335 1212 W 1860 SOUTH - OREM
39:293:0336 1202 W 1860 SOUTH - OREM
39:293:0337 1196 W 1860 SOUTH - OREM
39:293:0338 1184 W 1860 SOUTH - OREM
39:293:0339 1178 W 1860 SOUTH - OREM
39:293:0340 1168 W 1860 SOUTH - OREM
39:293:0341 1162 W 1860 SOUTH - OREM
39:293:0342 1832 S 1150 WEST - OREM
39:293:0343 1823 S 1150 WEST - OREM
39:293:0344 1829 S 1150 WEST - OREM

39:293:0345 1841 S 1150 WEST - OREM
39:293:0346 1847 S 1150 WEST - OREM
39:293:0347 OREM
39:293:0349 1850 S GENEVA RD - OREM
39:293:0350 OREM
39:299:0247 OREM
39:299:0101 1039 W 1860 SOUTH - OREM
39:299:0102 1043 W 1860 SOUTH - OREM
39:299:0103 1047 W 1860 SOUTH - OREM
39:299:0104 1051 W 1860 SOUTH - OREM
39:299:0105 1057 W 1860 SOUTH - OREM
39:299:0212 1958 S 1080 WEST - OREM
39:299:0213 1954 S 1080 WEST - OREM
39:299:0214 1948 S 1080 WEST - OREM
39:299:0215 1942 S 1080 WEST - OREM
39:299:0216 1936 S 1080 WEST - OREM
39:299:0217 1928 S 1080 WEST - OREM
39:299:0218 1924 S 1080 WEST - OREM
39:299:0219 1918 S 1080 WEST - OREM
39:299:0220 1914 S 1080 WEST - OREM
39:299:0221 1908 S 1080 WEST - OREM
39:299:0222 1902 S 1080 WEST - OREM
39:299:0223 1898 S 1080 WEST - OREM
39:299:0224 1894 S 1080 WEST - OREM
39:299:0225 1892 S 1080 WEST - OREM
39:299:0226 1886 S 1080 WEST - OREM
39:299:0227 1882 S 1080 WEST - OREM
39:299:0228 1878 S 1080 WEST - OREM
39:299:0229 1869 S 1080 WEST - OREM
39:299:0230 1873 S 1080 WEST - OREM
39:299:0231 1877 S 1080 WEST - OREM
39:299:0232 1881 S 1080 WEST - OREM
39:299:0233 1887 S 1080 WEST - OREM
39:299:0234 1889 S 1080 WEST - OREM
39:299:0235 1893 S 1080 WEST - OREM
39:299:0236 1897 S 1080 WEST - OREM
39:299:0237 1909 S 1080 WEST - OREM
39:299:0238 1913 S 1080 WEST - OREM
39:299:0239 1919 S 1080 WEST - OREM
39:299:0240 1923 S 1080 WEST - OREM
39:299:0241 1937 S 1080 WEST - OREM
39:299:0242 1941 S 1080 WEST - OREM
39:299:0243 1943 S 1080 WEST - OREM
39:299:0244 1949 S 1080 WEST - OREM
39:299:0245 1953 S 1080 WEST - OREM

39:299:0246 OREM
 39:300:0247 1111 W 1970 SOUTH - OREM
 39:300:0248 1107 W 1970 SOUTH - OREM
 39:300:0249 1103 W 1970 SOUTH - OREM
 39:300:0250 1097 W 1970 SOUTH - OREM
 39:300:0251 1093 W 1970 SOUTH - OREM
 39:300:0252 1089 W 1970 SOUTH - OREM
 39:300:0253 1083 W 1970 SOUTH - OREM
 39:300:0254 1079 W 1970 SOUTH - OREM
 39:300:0255 1077 W 1970 SOUTH - OREM
 39:300:0256 1071 W 1970 SOUTH - OREM
 39:300:0257 1067 W 1970 SOUTH - OREM
 39:300:0258 1061 W 1970 SOUTH - OREM
 39:300:0259 1053 W 1970 SOUTH - OREM
 39:300:0260 1049 W 1970 SOUTH - OREM
 39:300:0261 1047 W 1970 SOUTH - OREM
 39:300:0262 1041 W 1970 SOUTH - OREM
 39:300:0263 1037 W 1970 SOUTH - OREM
 39:300:0264 1033 W 1970 SOUTH - OREM
 39:300:0265 OREM
 39:300:0501 1883 S 1030 WEST - OREM
 39:300:0502 1887 S 1030 WEST - OREM
 39:300:0503 1889 S 1030 WEST - OREM
 39:300:0504 1891 S 1030 WEST - OREM
 39:300:0505 1893 S 1030 WEST - OREM
 39:300:0506 1897 S 1030 WEST - OREM
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 39:300:0509 1903 S 1030 WEST - OREM
 39:300:0510 1907 S 1030 WEST - OREM
 39:300:0511 1909 S 1030 WEST - OREM
 39:300:0512 1911 S 1030 WEST - OREM
 39:300:0513 1913 S 1030 WEST - OREM
 39:300:0514 1917 S 1030 WEST - OREM
 39:300:0515 1919 S 1030 WEST - OREM
 39:300:0516 1921 S 1030 WEST - OREM
 39:300:0517 1923 S 1030 WEST - OREM
 39:300:0518 1927 S 1030 WEST - OREM
 39:300:0519 1929 S 1030 WEST - OREM
 39:300:0520 1022 W 1950 SOUTH – OREM
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 39:300:0522 1014 W 1950 DS - OREM
 39:300:0523 1008 W 1950 SOUTH - OREM
 39:300:0524 1006 W 1950 SOUTH – OREM
 39:318:0106 1044 W 1860 SOUTH - OREM

39:318:0107 1048 W 1860 SOUTH - OREM
39:318:0108 1052 W 1860 SOUTH - OREM
39:318:0109 1056 W 1860 SOUTH - OREM
39:318:0110 1062 W 1860 SOUTH - OREM
39:318:0111 1068 W 1860 SOUTH - OREM
39:318:0112 1074 W 1860 SOUTH - OREM
39:318:0113 1078 W 1860 SOUTH - OREM
39:318:0114 1084 W 1860 SOUTH - OREM
39:318:0115 1088 W 1860 SOUTH - OREM
39:318:0116 1098 W 1860 SOUTH - OREM
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39:318:0118 1108 W 1860 SOUTH - OREM
39:318:0119 1114 W 1860 SOUTH - OREM
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39:318:0121 1877 S 1120 WEST - OREM
39:318:0122 1879 S 1120 WEST - OREM
39:318:0123 1883 S 1120 WEST - OREM
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39:318:0125 1891 S 1120 WEST - OREM
39:318:0126 1903 S 1120 WEST - OREM
39:318:0127 1907 S 1120 WEST - OREM
39:318:0128 1913 S 1120 WEST - OREM
39:318:0129 1919 S 1120 WEST - OREM
39:318:0130 1923 S 1120 WEST - OREM
39:318:0131 1927 S 1120 WEST - OREM
39:318:0132 1932 S 1120 WEST - OREM
39:318:0133 1928 S 1120 WEST - OREM
39:318:0134 1924 S 1120 WEST - OREM
39:318:0135 1918 S 1120 WEST - OREM
39:318:0136 1914 S 1120 WEST - OREM
39:318:0137 1908 S 1120 WEST - OREM
39:318:0138 1896 S 1120 WEST - OREM
39:318:0139 1892 S 1120 WEST - OREM
39:318:0140 1886 S 1120 WEST - OREM
39:318:0141 1882 S 1120 WEST - OREM
39:318:0142 1878 S 1120 WEST - OREM
39:318:0143 1874 S 1120 WEST - OREM
39:318:0207 1939 S 1120 WEST - OREM
39:318:0208 1943 S 1120 WEST - OREM
39:318:0209 1947 S 1120 WEST - OREM
39:318:0210 1951 S 1120 WEST - OREM
39:318:0211 1957 S 1120 WEST - OREM
39:318:0212 OREM
39:325:0601 1142 W 1810 SOUTH - OREM
39:325:0602 1136 W 1810 SOUTH - OREM

39:325:0603 1126 W 1810 SOUTH - OREM
39:325:0604 1118 W 1810 SOUTH - OREM
39:325:0605 1108 W 1810 SOUTH - OREM
39:325:0606 1102 W 1810 SOUTH - OREM
39:325:0607 1092 W 1810 SOUTH - OREM
39:325:0608 1089 W 1810 SOUTH - OREM
39:325:0609 1093 W 1810 SOUTH - OREM
39:325:0610 1101 W 1810 SOUTH - OREM
39:325:0611 1107 W 1810 SOUTH - OREM
39:325:0612 1123 W 1810 SOUTH - OREM
39:325:0613 1119 W 1810 SOUTH - OREM
39:325:0614 1113 W 1810 SOUTH - OREM
39:325:0615 1111 W 1810 SOUTH - OREM
39:325:0616 - OREM

**EXHIBIT B
BYLAWS**

**BYLAWS
OF
THE FIELDS AT LAKEVIEW HOMEOWNER'S ASSOCIATION, INC.**

THESE BYLAWS OF THE FIELDS AT LAKEVIEW HOMEOWNER’S ASSOCIATION, INC. are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, and RESTRICTIONS FOR THE FIELDS AT LAKEVIEW HOMEOWNER’S ASSOCIATION, INC. (“Declaration”).
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all terms defined in the Fields at Lakeview HOA Declaration shall have the same meanings when used in these Bylaws.

**ARTICLE II
APPLICATION**

All present and future Sub-Associations, Lot Owners, tenants, or any other persons who may use the facilities at the Fields at Lakeview in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

**ARTICLES III
MEMBERS**

3.1 Annual Meetings. The Association is not required to hold an annual meeting.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 25% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement

of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

3.3 Place of Meetings. The Board of Directors may designate any place in Utah County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any member meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, 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 Management Committee may designate a record date, which shall be no more than sixty (60) and no 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 Owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than fifty percent (50%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than twenty-five percent (25%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument 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.

3.9 Votes. With respect to each matter 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, 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 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, these Bylaws, the Declaration, or the Act. Each Member shall be entitled to one (1) vote for each Lot such Member owns except that any Class B Member shall receive one hundred (100) votes for each recorded Lot owned by such Member and one hundred (100) votes for each acre of property owned by such Member within the Project but not yet depicted on a recorded Plat. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall

be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 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 enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common 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 Project and its administration, and specifying the maintenance and repair expenses of the Common 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 generally accepted accounting principles. The Board of Directors 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.

4.2. Number, Tenure, and Qualifications. Prior to the Turnover Date, the Board of Directors shall be composed of any person and any number of persons appointed by the Declarant. After the Turnover Date, the Board of Directors shall be composed of one (1) member from each Sub-Association's board of directors. Each Sub-Association shall determine which of its board members will serve on the Master Association's Board of Directors however, each Sub-Association shall make a diligent effort to appoint a person who is likely to fill a full term of service on the Master Association Board of Directors before his or her term of service terminates with the Sub-Association board. Each Board Member shall hold his position for two (2) years or 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. A Board Member shall be disqualified from serving on the Master Association Board of Directors if he or she no longer serves on his or her Sub-Association's board.

4.3. Regular Meetings. The Board of Directors shall hold regular Meetings at least bi-annually, at the discretion of the Board of Directors. The Board of Directors may designate any place in Utah County, Utah as the place of Meeting for any regular Meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the Meeting shall be at the residence of the President of the Association. The Section shall not apply to the Declarant.

4.4. Special Meetings. Special Meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special Meetings of the Board of Directors may fix any place, within Utah County, as the place for holding the Meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a Meeting.

4.5. Meetings of the Board of Directors Open to Owners. Each Meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the Meeting. The Board of Directors shall cause written notice of the date, time, and place for all Meetings of the Board of Directors to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the Meeting except that, when a Meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the Meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the Meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. This Section shall not apply to the Declarant except that, before the Turnover Date, the Association shall hold a meeting that complies with this Section at least once a year and each time the Association increases a fee or raises an assessment.

4.6. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any Meeting of the Board of Directors. The act of a majority of the Board Members present at any Meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.7. Action without a Meeting. Any action that the Board is required or permitted to take at a Meeting of the Board of Directors may be taken without a Meeting. Action taken without a Meeting has the same effect as action taken at a Meeting.

4.8. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a

Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.9. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. After the Turnover Date, a Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors Meetings.

4.10. Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided herein, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. After the Turnover Date, any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.11. Waiver of Notice. Before or at any Meeting of the Board of Directors, any Board Member may waive notice of such Meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any Meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.12. Adjournment. The Board of Directors may adjourn any Meeting from day to day for such other time as may be prudent or necessary, provided that no Meeting may be adjourned for longer than thirty (30) days.

4.13. Nomination and Election of Board Members.

a. Before Turnover. Before the Turnover Date, the Board Members shall be appointed by the Declarant in its sole discretion. If, at any time prior to the Turnover Date, the Declarant has not appointed any members of the Board, the Declarant shall have all authority otherwise vested in the Board.

b. After Turnover. After the Turnover Date, the board of directors for each Sub-Association shall appoint one (1) person to serve on the Board of Directors of the Master Association. Remaining vacancies (if any) shall be filled by appointment made by the then-serving members of the Master Association Board of Directors. If, for any reason, the Master Association Board of Directors is unable or unwilling to make appointments to fill remaining vacancies, such vacancies shall be filled by the general membership as follows: Nomination for election to the Board of Directors shall be made by the general membership of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting or at another Member meeting called for filling vacancies. Nominations may also be made from the floor at the meeting.

Members of the Board (other than those appointed by a Sub-Association board of directors) shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Regardless of how they are elected or appointed, no two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

ARTICLE V OFFICERS

5.1. Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2. Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular Meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board (if any) shall serve for a term determined by the Board. In the event of failure to choose officers at such regular Meeting of the Board of Directors, officers may be chosen at any regular or special Meeting of the Board of Directors. Each such officer (whether chosen at a regular Meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular Meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

5.3. Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall

be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special Meeting.

5.6. The President. The President shall be the chief executive of the Association. The President shall preside at Meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any Meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Board of

Directors 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 of Directors.

6.3. Quorum and Manner of Acting. At each Meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any Meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any Meeting of the Board of Directors.

ARTICLE VII INDEMNIFICATION

The Association shall indemnify current and former Officers and Board Members in the manner described in the Declaration.

ARTICLE VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board of Directors may establish provisions related to the maintenance of Association records by resolution.

8.1. General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the Meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each Meeting of

the Board of Directors, the minutes of the previous Meeting of the Board of Directors shall be presented to the Board of Directors for approval by a majority vote; the minutes of any Meeting of the Members shall be presented to the Board of Directors at the next Meeting of the Board of Directors for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Directors by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration (“Eligible Mortgagee” for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Lots. At any time any Owner or Eligible Mortgagee may, at such Owner’s or Eligible Mortgagee’s own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

8.4 Records Not Subject to Inspection. Unless otherwise required by law, records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

a. Personnel matters relating to a specific identified person or a person’s medical records;

b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services;

c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;

d. Disclosure of information in violation of law;

e. Documents, correspondence or management or Board of Director reports compiled

for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session;

f. Documents, correspondence, or other matters considered by the Board of Directors in executive session; or

g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX AMENDMENTS

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, at all times on or prior to the Turnover Date, these Bylaws may be amended, altered or modified by an amending document approved and signed by the Declarant and no other Members will be required to approve such amendment. After the Turnover Date, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) 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 bylaws, (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 recorded in the office of the County Recorder of Utah County. No amendment of these Bylaws affecting the rights or privileges of the Declarant or Declarant Related Entities shall be valid without the consent of the Declarant

ARTICLE X MISCELLANEOUS PROVISIONS

11.1. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

**EXHIBIT C
SUB-ASSOCIATIONS**

The Fields at Meadowgate Homeowners' Association

All lots within the boundaries of Plat "A" (attached below) and Plat "G" (attached below) hereby belong to the Sub-Association known as the Fields at Meadowgate Homeowners' Association. Each owner of such lots is and shall be a member of the Fields at Meadowgate Homeowners' Association. Membership in said association shall be appurtenant to each such lot and may not be separated from the interest of an owner in his or her lot. The Fields at Meadowgate Homeowners' Association lots and members shall each be subject to any governing document duly adopted by the affirmative vote of a majority of the voting interest of such members. Not more than one membership in the Fields at Meadowgate Homeowners' Association shall exist with respect to ownership of a single lot.

Fields at Meadowgate Homeowners' Association shall have two (2) classes of voting membership, Class "A" and Class "B." Class A Members shall be all owners within the Fields at Meadowgate Homeowners' Association with the exception of Class B membership, if any. Class A members shall be entitled to one (1) vote for each lot such member owns within the Fields at Meadowgate Homeowners' Association. When more than one person owns a portion of the interest in a lot, each such person shall be a member, but the vote for such lot shall be exercised as they among themselves determine. Absent any other agreement among co-owners of a single Lot, (i) a single co-owner appearing at an association meeting will be entitled to cast the one vote for the lot, and (ii) if multiple co-owners appear at an association meeting, each co-owner will have a pro rata fractional vote based upon the ownership interests of the co-owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single lot. The Fields at Meadowgate Homeowners' Association shall not be required to recognize the vote or written consent of any co-owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association. The Class B members shall be the Declarant and its assignees, including Lakeview Fields Cottages, LLC. In all matters requiring a vote, each Class B member shall receive one hundred (100) votes for each recorded lot within the Fields at Meadowgate Homeowners' Association owned by such member.

The Fields at Lakeview II

All lots within the boundaries of Plat "B" (attached below), Plat "C" (attached below), Plat "E" (attached below), and Lots 247 through 264 of Plat "D" (attached below) hereby belong to the Sub-Association known as The Fields at Lakeview II. Each owner of such lots is and shall be a member of The Fields at Lakeview II. Membership in said association shall be appurtenant to each such lot and may not be separated from the interest of an owner in his or her lot. The Fields at Lakeview II lots and members shall each be subject to any governing document duly adopted by the affirmative vote of a majority of the voting interest of such members. Not more than one membership in The Fields at Lakeview II shall exist with respect to ownership of a single lot.

The Fields at Lakeview II shall have two (2) classes of voting membership, Class "A" and Class "B." Class A Members shall be all owners within The Fields at Lakeview II with the exception of Class B membership, if any. Class A members shall be entitled to one (1) vote for each lot such member owns within The Fields at Lakeview II. When more than one person owns a portion of

the interest in a lot, each such person shall be a member, but the vote for such lot shall be exercised as they among themselves determine. Absent any other agreement among co-owners of a single Lot, (i) a single co-owner appearing at an association meeting will be entitled to cast the one vote for the lot, and (ii) if multiple co-owners appear at an association meeting, each co-owner will have a pro rata fractional vote based upon the ownership interests of the co-owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single lot. The Fields at Lakeview II shall not be required to recognize the vote or written consent of any co-owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association. The Class B members shall be the Declarant and its assignees, including Towns at Lakeview Fields, LLC. In all matters requiring a vote, each Class B member shall receive one hundred (100) votes for each recorded lot within The Fields at Lakeview II owned by such member.

The Fields at Lakeview III

Lots 501 through 524 of Plat "D" (attached below) hereby belong to the Sub-Association known as The Fields at Lakeview III. Each owner of such lots is and shall be a member of The Fields at Lakeview III. Membership in said association shall be appurtenant to each such lot and may not be separated from the interest of an owner in his or her lot. The Fields at Lakeview III lots and members shall each be subject to any governing document duly adopted by the affirmative vote of a majority of the voting interest of such members. Not more than one membership in The Fields at Lakeview III shall exist with respect to ownership of a single lot.

The Fields at Lakeview III shall have two (2) classes of voting membership, Class "A" and Class "B." Class A Members shall be all owners within The Fields at Lakeview III with the exception of Class B membership, if any. Class A members shall be entitled to one (1) vote for each lot such member owns within The Fields at Lakeview III. When more than one person owns a portion of the interest in a lot, each such person shall be a member, but the vote for such lot shall be exercised as they among themselves determine. Absent any other agreement among co-owners of a single Lot, (i) a single co-owner appearing at an association meeting will be entitled to cast the one vote for the lot, and (ii) if multiple co-owners appear at an association meeting, each co-owner will have a pro rata fractional vote based upon the ownership interests of the co-owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single lot. The Fields at Lakeview III shall not be required to recognize the vote or written consent of any co-owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association. The Class B member shall be the Village at Lakeview Fields, LLC. In all matters requiring a vote, the Class B member shall receive one hundred (100) votes for each recorded lot within The Fields at Lakeview III owned by such member.

The Fields at Lakeview IV

All lots within the boundaries of Plat "F" and Plat "H" hereby belong to the Sub-Association known as The Fields at Lakeview IV. Each owner of such lots is and shall be a member of The Fields at Lakeview IV. Membership in said association shall be appurtenant to each such lot and may not be separated from the interest of an owner in his or her lot. The Fields at Lakeview IV lots and members shall each be subject to any governing document duly adopted by the

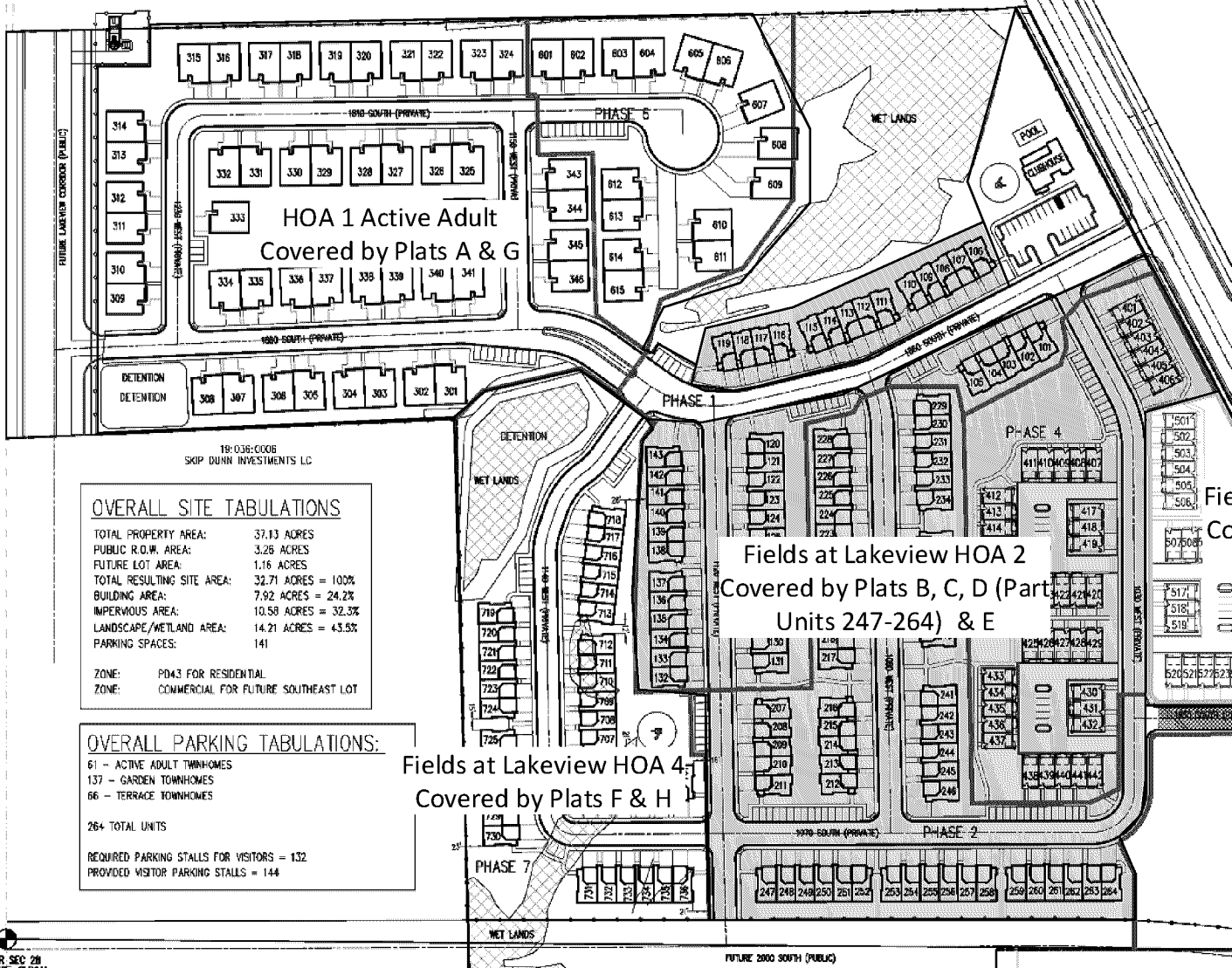
affirmative vote of a majority of the voting interest of such members. Not more than one membership in The Fields at Lakeview IV shall exist with respect to ownership of a single lot.

The Fields at Lakeview IV shall have two (2) classes of voting membership, Class "A" and Class "B." Class A Members shall be all owners within The Fields at Lakeview II with the exception of Class B membership, if any. Class A members shall be entitled to one (1) vote for each lot such member owns within The Fields at Lakeview IV. When more than one person owns a portion of the interest in a lot, each such person shall be a member, but the vote for such lot shall be exercised as they among themselves determine. Absent any other agreement among co-owners of a single Lot, (i) a single co-owner appearing at an association meeting will be entitled to cast the one vote for the lot, and (ii) if multiple co-owners appear at an association meeting, each co-owner will have a pro rata fractional vote based upon the ownership interests of the co-owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single lot. The Fields at Lakeview IV shall not be required to recognize the vote or written consent of any co-owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association. The Class B member shall be the Declarant and its assignees. In all matters requiring a vote, the Class B member shall receive one hundred (100) votes for each recorded lot within The Fields at Lakeview IV owned by such member.

LAKEVIEW FIELDS

19-035-0008
O'CHERRY HILL DAIRY FARM LLC

19-036-0008
ROBERTS, STANLEY



OVERALL SITE TABULATIONS

TOTAL PROPERTY AREA: 57.13 ACRES
 PUBLIC R.O.W. AREA: 3.26 ACRES
 FUTURE LOT AREA: 1.16 ACRES
 TOTAL RESULTING SITE AREA: 32.71 ACRES = 100%
 BUILDING AREA: 7.92 ACRES = 24.2%
 IMPERVIOUS AREA: 10.58 ACRES = 32.3%
 LANDSCAPE/WETLAND AREA: 14.21 ACRES = 43.5%
 PARKING SPACES: 141

ZONE: PD43 FOR RESIDENTIAL
 ZONE: COMMERCIAL FOR FUTURE SOUTHEAST LOT

OVERALL PARKING TABULATIONS:

61 - ACTIVE ADULT TOWNHOMES
 137 - GARDEN TOWNHOMES
 66 - TERRACE TOWNHOMES

26+ TOTAL UNITS

REQUIRED PARKING STALLS FOR VISITORS = 132
 PROVIDED VISITOR PARKING STALLS = 144

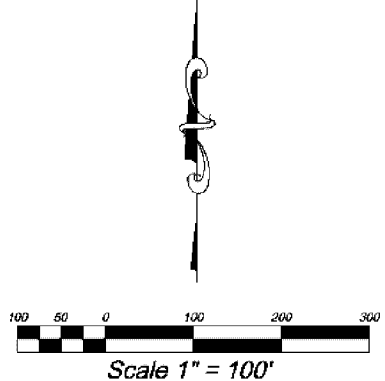
Fields at Lakeview HOA 2
 Covered by Plats B, C, D (Part) & E
 Units 247-264) & E

Fields at Lakeview HOA 4
 Covered by Plats F & H

S. QTR. SEC 28
 T8S. R2E. S18W
 FOUND ALUMINUM CAP

19-043-0036
 SKIP DUNN INVESTMENTS LLC

19-043-0045
 MORGAN, DAVID & SANDRA



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 208-2100

Blue Stakes of Utah
 UTILITY NOTIFICATION CENTER, INC.
 208 WEST 700 SOUTH, SUITE 10
 SALT LAKE CITY, UTAH 84101

BENCH MARK

SOUTHEAST CORNER,
 SECTION 28, TOWNSHIP 6S,
 RANGE 2E, S18W
 ELEVATION = 4539.23