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Amended Restrictive Covenants
Russell Shirts Washington County Recorder
11/10/2010 02:49:35 PM Fee \$ 42.00
By KIMBLE CURTIS

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When Recorded, Return to:
Curtis G. Kimble
RICHARDS, KIMBLE & WINN, PC
2040 E. Murray Holladay Road, Suite 106
Salt Lake City, Utah 84117



**THIRD AMENDMENT TO
THE PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS OF ENGLISH OAKS ESTATES**

**And Including the Bylaws of
English Oaks Property Owners Association, Inc.**

THIS is a **THIRD AMENDMENT** to the **Declaration of Protective Covenants, Conditions, and Restrictions (CC&R's) of English Oaks Estates** (hereinafter "**Declaration**"), being duly recorded in the office of the Washington County Recorder on September 24, 1999, as Entry No. 00662521, in Book 1347, at pages 0616-0626, and affects all of the lots situated within **English Oaks Estates, Phase 1 P.U.D. 3rd Amendment** as described on the 3rd Amended Plat of English Oaks Estates, Document # 20090034253, which Document was duly recorded with the Washington County Recorder on September 02, 2009. Also attached hereto as **Exhibit B**, is a true and correct copy of the Bylaws of the English Oaks Property Owners Association, Inc.

RECITALS

WHEREAS, on August 07, 2009, pursuant to Utah Code Ann. § 16-6a-206, the Board of Directors of the English Oaks Property Owners Association, Inc., adopted the initial Bylaws for the Association, and a true and correct copy thereof is attached hereto as **Exhibit B**.

WHEREAS, on April 26, 2010, pursuant to Article VIII, Section 2 of the Declaration, as well as the authorization contained in Utah Code Ann. § 16-6a-709, ballots were distributed to all those Property Owners of record, who own Lots within English Oaks Estates, requesting a vote on a proposal to amend the Declaration, which amendment, if approved, will **change ARTICLE 5. Sections 3, 5, 6 and 10** of said Declaration to levy a regular monthly assessment on undeveloped lots, which regular assessment shall be equal to \$17.50 per month, and which assessment shall first be due and payable on the 1st day of October 2010, and on the first day of each month thereafter, or in advance, until October 2012, at which time, the regular monthly assessment on undeveloped lots, if there are any remaining undeveloped lots in English Oaks Estates, shall be reviewed by the Board to ascertain if this regular monthly assessment shall be increased, decreased or discontinued altogether.

WHEREAS, the Board believes this Proposed Amendment will more equitably and proportionately distribute the costs of maintenance and repairs of all common areas among

WHEREAS, the voting deadline for the amendment has passed, and the Ballot to assess a regular monthly fee of \$17.50 per month for 24 months for undeveloped lots only in English Oaks Estates did receive the requisite 66-2/3% or more affirmative votes via signed ballots from the Property Owners. There were 41 votes (68.3%) in favor of the Assessment, 1 vote not in favor of the Assessment, and 18 Property Owners who either did not submit a vote, or who were not in good standing to vote, as set forth in the By-laws.

NOW THEREFORE, pursuant to said vote, and written consent of 68.3% of all Property Owners, the Declaration is hereby amended as follows:

AMENDMENTS

Article V, Sections 3, 5, 6 and 10 are hereby deleted in their entirety, and replaced with the following:

**Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions of English Oaks Estates**

Section 3. Regular Assessments. The regular monthly assessments shall be applied to the ongoing monthly costs of maintenance and operation of the Common Properties and other like facilities, and shall be sufficient to pay 100% of such costs, and shall also include the amounts necessary to pay a Property Management Fee, and also pay into the Reserve Account for long-term maintenance and unexpected expenditures. The Board of Directors shall, after consideration of the current ongoing maintenance and operating costs and future financial needs of the Association, provide for accumulation of adequate reserves to meet future financial needs.

Section 5. Assessment Period. The assessment period for regular assessments on improved lots shall be one month. All regular assessments shall be fixed at a monthly rate, and may be adjusted by the Board of Directors to reflect current estimated costs of maintenance and operations.

- a. Unimproved Lots. From and after October 1, 2010 and until October 1, 2012, the amount of the regular assessment for an unimproved, vacant Lot shall be \$17.50 per month until the date a building permit is obtained for a given Lot. From and after the date a building permit is obtained for a Lot, the Owner of such Lot shall pay a full regular assessment, and be fully subject to the assessment provisions contained in this Declaration. After October 1, 2012, the amount of the regular monthly assessment payable by an Owner of an unimproved Lot (if any), shall be reviewed by the Board to ascertain whether it shall be increased, decreased or discontinued altogether.

Section 6. Date of Commencement of Regular Assessment. The regular assessment is due and payable on the first day of each month or such other date as fixed by the Board of Directors, and late payments shall be subject to a late fee in an amount determined by resolution of the Board of Directors.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all Common Properties as defined in Article 1, Section 1, hereof.

Except as otherwise amended herein, all other terms of the Declaration and any amendments thereto shall remain in full force and effect. All terms used herein shall have the same meaning and definition as those provided in the Declaration.

IN WITNESS WHEREOF, the undersigned hereby certifies that sixty-eight.three percent (68.3%) of all Property Owners approved the foregoing amendment by signing a written ballot acknowledging such approval.

Dated this 8th day of November, 2010

English Oaks Property Owners Association, Inc.

By: *Louis Balioni*
Louis Balioni, President

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

On the 8th day of November, 2010 personally appeared before me Louis Balioni, who being by me duly sworn did say that he is the President of the English Oaks Property Owners Association, a Utah non-profit corporation, and that said instrument was signed on behalf of said institution by authority of its organizational documents or a resolution of its management or directors.

Elizabeth Anne Mayfield
NOTARY PUBLIC

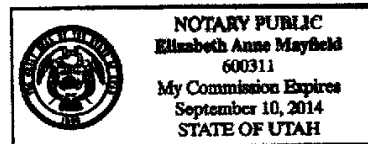


Exhibit B

**INITIAL BY-LAWS OF
ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

PURPOSE

Section 1. The purpose for which this Association is formed is to govern all of the lots situated within **English Oaks Estates, Phase 1 P.U.D. 3rd Amendment** located in the County of Washington, State of Utah, as described on the 3rd Amended Plat of English Oaks Estates, Document # 20090034253, which Document was duly recorded with the Washington County Recorder on September 02, 2009, and which property has been submitted to a Declaration entitled "Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) for English Oaks Estates".

Section 2. All present or future property owners, tenants, future tenants or any other person or persons either living in the dwellings or using the facilities of English Oaks Estates in any manner are subject to all stipulations and regulations set forth in these Bylaws. The mere acquisition or rental of any of the properties in English Oaks Estates, or the mere act of occupancy of any of said property will signify that these Bylaws have been accepted, ratified, and shall be complied with.

ARTICLE II

NAME AND LOCATION

The name of the Corporation shall be ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office and meeting place of the Corporation shall be located at 347 North Dover Lane, Washington, Utah 84780, but meetings of property owners and directors may be held at such places within the State of Utah, County of Washington, as may be designated by the Board of Directors.

INITIAL BY-LAWS OF ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE III
DEFINITIONS**

Section 1. "Association" shall mean and refer to ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for English Oaks Estates, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Property Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with exception of the Common Area.

Section 5. "Property Owner" shall mean and refer to the record Property Owners, whether one or more persons or entities, of the *Fee Simple Title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Property Owners with a right to vote shall be those in good standing having no unpaid fees and/or assessments due the Association.

*(*In English Oaks Estates, fee simple shall mean individual ownership of the lot upon which a dwelling unit is constructed, and joint ownership with the all of the other property owners of all common areas, and both the interior and exterior maintenance and upkeep of an individual dwelling unit shall be the sole responsibility of the Property Owner thereof.)*

Section 6. "Declarant" shall mean and refer to English Oaks Estates, Inc., a Utah corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for English Oaks Estates Subdivision applicable to the Properties recorded in the Office of the County Recorder for Washington County, Utah.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

INITIAL BY-LAWS OF ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC.

Section 9. "Quorum" shall mean the minimum number of directors who must be present at a directors meeting, which quorum shall be a majority of the elected Board Members, provided that a majority of positions comprising the Board have been filled.

ARTICLE IV

MEETING OF PROPERTY OWNERS

Section 1. Annual Meetings. The first annual meeting of the property owners shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Property Owners shall be held on the 3rd Thursday of the same month (January) of each year thereafter, at the hour of 6:30 p.m., or at a date and time as determined by the Board from time to time. If the day for the annual meeting of the property owners is either a Sunday or a legal holiday, the meeting will be held at the same hour on the first day following which is neither a Sunday nor a legal holiday. At such meetings there shall be elected by ballot of the Property Owners a Board of Directors in accordance with the requirements set forth in Article V, Section 1. and Section 2. of these Bylaws. The Property Owners may also transact such other business of the Association as may properly come before them.

Section 2. Special Meetings. The President shall call a special meeting of the Property Owners when so directed by a resolution of the Board of Directors, or upon presentation to the Secretary of a petition signed by at least 25% of the Property Owners who are entitled to vote. No business shall be transacted at such special meeting except as stated in the notice unless by consent of 67% (sixty-seven percent) of the Property Owners either in person or by proxy.

Section 3. Notice of Meetings. Written notice of each meeting of the property owners shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by delivering or e-mailing a copy of such notice at least 15 days, but not more than 60 days before such meeting to each member entitled to vote thereat, addressed to the property owners' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of property owners entitled to cast, or of proxies entitled to cast, one-third (1/3) of the combined votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. In the event a Quorum is not present at such a meeting, the meeting will be adjourned and reconvened five

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days later, without notice other than announcement at the meeting, and the quorum at such reconvened meeting shall be those members that are represented for any purpose at the meeting, and the business at hand will be transacted by whoever attends that meeting.

Section 5. Proxies. At all meetings of property owners, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable, and shall automatically cease upon conveyance by the member of his or her Lot.

Section 6. Order of Business. The President of the English Oaks Property Owners Association, or the Vice President if the President is unable to attend, shall preside over all meetings of the Property Owners, and the order of business at the Property Owners Meetings shall be as follows:

- (a) Roll Call – Roll Call will be accomplished by the Property Owners in attendance at the Meeting signing a Roll Call Sheet
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, including financial reporting.
- (e) Reports of committees.
- (f) Election of Directors. (Typically at the Annual Meeting only)
- (g) Unfinished business.
- (h) New business.

ARTICLE V

BOARD OF DIRECTORS – SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of either three (3) or five (5) regular directors, who shall be members in good standing of the Association, and who shall be full-time residents of English Oaks Estates. There shall also be one "Board Member at Large" who shall fill in for any regular Board Member, who, for whatever reason, is unable to attend any given Board Meeting.

Section 2. Term of Office. The term of office for Board Members shall generally be two years. However, at the first annual meeting, the members shall elect one-new director for a term of two years to replace one of the sitting Board Members, and at each

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annual meeting thereafter, the members shall elect new directors for a term of two years to replace those directors whose terms are then expiring.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the votes of the property owners permitted to be cast by the property owners of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining property owners of the Board, and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association in his or her capacity as a director. However, any director may be reimbursed for his or her actual documented expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors consistent with applicable law. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee if it is deemed prudent and reasonable to do so by either the Board or at least 51% of the Property Owners. However, nominations may also be made directly from the floor at the Annual Meetings. The Nominating Committee, if there is one, shall consist of a Chairman, who shall be member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the property owners, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among property owners in good standing who are full-time residents of English Oaks Estates.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the property owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the

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Declaration. The persons receiving the largest number of votes shall be elected. There shall be only one vote cast for each lot.

ARTICLE VII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a Sunday or a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) fix, determine, levy and collect the monthly assessments to be paid by each of the Property Owners toward the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments.

(b) engage a qualified Property Manager at a compensation established by the Board to perform such duties and services as the Board shall authorize for the Association, as deemed propitious by the Board, which Property Manager shall function at the pleasure of the Board under the Terms and Conditions of a Written Agreement, which Agreement shall be signed by the President of the Association, and shall be renewable each year, and shall be cancellable upon 30 days written notice to said Property Manager.

(c) levy and collect special assessments whenever, in the opinion of the Board following appropriate due diligence, it is necessary to do so in order to meet increased operating

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or maintenance expenses, or because of emergencies. Special assessments shall be levied and collected in the manner provided in the CC&Rs. A payment booklet for all regular monthly assessments shall either be mailed to or handed over to each Property Owner during the last week of December of each year for the following year. Notice of assessments other than regular monthly assessments shall be mailed to the registered mailing address of the Property Owner not later than on the first day of each month, until the assessment has been paid. However, the failure of the Board or its agent to perform any of the foregoing notice courtesies shall not relieve any homeowner from the obligation to pay any and all assessments when due.

(d) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the property owners and their guests thereon, and to establish penalties for the infraction thereof;

(e) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and opportunity for a hearing, for a period not to exceed 90 days for infraction of published rules and regulations;

(f) exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(g) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(h) employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. The board has the duty to enforce the Bylaws, but is not expected to be an expert in the law according to the "Business Judgment Rule". The Business Judgment Rule protects the board as long as decisions are made based on reasonable research, expert advice and no conflicts of interest. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the property owners at the annual meeting of the property owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A property owners who are entitled to vote;

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(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
2. send written notice of each assessment to every Property Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
3. at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Property Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If any certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers and/or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained as well as is possible with the funds available;

(h) administer and enforce the Covenants, Conditions and Restrictions, easements, use, limitations, obligations and all other provisions set forth in the Declaration referred to in Article I, Section 1 of these Bylaws.

(i) manage the affairs of the Association in a prudent, reasonable and ethical manner.

INITIAL BY-LAWS OF ENGLISH OAKS PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President, Vice-President and Secretary, who may also be the Treasurer, all of whom shall be at the same time members of the Board of Directors, and a Treasurer if that duty is not being performed by the Secretary, and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the property owners.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. 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 to Section 4 of this Article.

Section 8. Duties. The duties of the officers of the Corporation are as follows:

President The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall

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sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Vice President The Vice President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the property owners of the Association together with their addresses, and shall perform other duties as required by the Board or the office of the Secretary.

Treasurer The *Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the property owners.

*However, the Board may elect, at its discretion, to have the Property Manager, if a Property Manager is engaged by written agreement, as set forth in Article VIII (b), perform the duties of the Treasurer under the direction of the Board, along with those other services as set forth in said Written Agreement.

ARTICLE X

INDEMNIFICATION AND RIGHTS

Section 1. Indemnification. The Association shall indemnify every director or officer, his or her heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross

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negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. A Directors and Officers Insurance Policy shall be in effect at all times, and the premiums therefor shall be paid by the Association.

Section 2. Rights. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Section 6 contained shall be deemed to obligate the Association to indemnify any member or owner of a property, who is, or has been a director or officer of the Association, with respect to any duties or obligations assumed, or liabilities incurred by him or her under and by virtue of the Declaration for English Oaks Estates as a property owner of a property covered thereby.

ARTICLE XI

COMMITTEES

The Association may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during the weekday hours of 9:00 a.m. to 4:00 p.m. only, be subject to inspection by any Property Owner five days after the receipt by an officer of the Corporation of a written request by said Property Owner setting forth a proper and reasonable purpose for inspection of such records and papers. The Declaration, the Articles of Incorporation, the Bylaws, the Financial Records and the Meeting Minutes of the Association shall be available for inspection by any Property Owner, after following the aforementioned procedures, at the principal office of the Association, where copies of the aforementioned records and papers may be purchased at the then prevailing rate for preparing such copies.

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ARTICLE XIII

ASSESSMENTS AND STANDING

Section 1. Assessments. As more fully provided in the Declaration, each property owner is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made, and payment thereof shall be made not later than on the tenth day of the month in which said payment is due. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent (18%) per annum, and the Association may bring an action at law against the Property Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No property owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 2. Standing A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of property owners, within the meaning of these Bylaws, if and only if he or she shall have fully paid all assessments made or levied against him or her and the Property owned by him or her.

ARTICLE XIV

NO CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XV

AMENDMENTS AND CONFLICTS

Section 1. Amendments These Bylaws may be amended at a regular or special meeting of the property owners after prior notice to all property owners of the proposed amendment by a two-thirds (2/3) majority of the votes cast by property owners present in person or by proxy.

Section 2. Conflicts In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**INITIAL BY-LAWS OF ENGLISH OAKS PROPERTY OWNERS ASSOCIATION,
INC.**

Section 2. Conflicts In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

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

Section 2. Registration of Mailing Address. Each Property Owner shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a property owner or owners shall be furnished by such owner(s) to the Secretary within five days after transfer of title, and such registration shall be in written form and signed by all of the owners thereof. If no such address is registered, or if all of the owners cannot agree, then the address of the unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

IN WITNESS WHEREOF, the undersigned hereby certify that the Board of English Oaks Property Owners Association duly adopted the foregoing initial By-laws on 06 May 2009 by signing a written instrument acknowledging such adoption.

Dated this 7th day of AUGUST, 2009

English Oaks Property Owners Association



By: Allen D. Hardman
Its President and Chairman of the Board



By: Katie Boucher
Its Secretary and Treasurer

**INITIAL BY-LAWS OF ENGLISH OAKS PROPERTY OWNERS ASSOCIATION,
INC.**

STATE OF UTAH)
) ss
COUNTY OF WASHINGTON)

On the 7 of August, 2009 personally appeared before me Katie Boucher & Allen Hardman who being by me duly sworn did say that he/she is President of the English Oaks Property Owners Association, a Utah non-profit corporation, and that said instrument was signed on behalf of said institution by authority of its organizational documents or a resolution of its management or directors.

On the 7 of August, 2009 personally appeared before me Allen Hardman who being by me duly sworn did say that he/she is Secretary and Treasurer of the English Oaks Property Owners Association, a Utah non-profit corporation, and that said instrument was signed on behalf of said institution by authority of its organizational documents or a resolution of its management or directors.

Dana Charlton
NOTARY PUBLIC

