



BYLAWS OF THE VILLAGE AT LAKEVIEW RIDGE OWNERS' ASSOCIATION

ARTICLE I - GENERAL PLAN OF OWNERSHIP

Section 1. Name. The name of the corporation is THE VILLAGE AT LAKEVIEW RIDGE OWNERS' ASSOCIATION, hereinafter referred to as "Association".

Section 2. Personal Application. All present and future Owners and their tenants, future tenants, employees and any other person that might use the facilities of the Properties in any manner, are subject to the regulations set forth in these Bylaws and in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("the Declaration") recorded in the office of the Weber County Recorder and applicable to the Properties.

The mere acquisition or rental of any Lot or Unit in the Properties or the mere act of occupancy of any Lot in the Properties will signify that these Bylaws are accepted ratified and will be complied with.

ARTICLE II - VOTING RIGHTS, QUORUM, PROXIES

Section 1. Voting Rights. Members shall be entitled to one vote for each Lot owned. In no event shall more than one vote be cast with respect to any Lot.

Section 2. Majority of Quorum. Unless otherwise provided in these Bylaws or the Declaration, any action that may be taken by vote of Members of the association may be taken by Members representing a majority of a quorum of the Members.

Section 3. Quorum. The presence in person or by proxy of Members representing at least fifty-one percent (51%) of the total voting power of the Association shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. (See CC&R Article VI Sec. 6, p. 15 for more detail.)

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least 24 hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed.

ARTICLE III - ADMINISTRATION

Section 1. Association Responsibilities. The Association shall have the responsibility of administering the Properties, approving the annual budget, and establishing and collecting all assessments.

Section 2. Place of Meetings of Members. Meetings of the Members shall be held on the Properties as may be designated by the Board of Trustees.

Section 3. Annual Meeting of Members. A Board of Trustees shall be elected by ballot of the Members at each annual meeting.

Section 4. Special Meetings of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Trustees or upon a petition signed by at least three (3) Members of the Association. The petition must be presented to the Secretary. The notice

of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of a majority of the voting powers of the Association, either in person or by proxy.

Section 5. Notice of Meetings of Members. It shall be the duty of the Secretary to mail or email a notice of each annual or special meeting of Members, stating the purpose therefore as well as the day, hour and place where it is to be held. The notice must be sent to each Owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. It is the duty of the Secretary to mail or email a copy of the minutes of the annual or special meeting of Members to each Owner after the meeting.

Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called.

Section 7. Order of Business. The order of business at annual meetings of the Members shall be as follows: (a) determine the voting power represented at the meeting; (b) approval of the minutes of the preceding meeting; (c) reports of officers; (d) financial report for the past year; (e) approval of the budget for the next year; (f) unfinished business; (g) new business; and (h) election of Trustees. Meetings of Members shall be conducted by the officers of the Association in order of their priority.

ARTICLE IV - BOARD OF TRUSTEES

The definition of Trustee is synonymous with the definition of Officer.

Section 1. Number and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Board of Trustees composed of five persons, each of whom must be an Owner of a Lot in the Properties. Trustees shall not receive any salary for their services as Trustees; provided, however, that: (1) nothing herein contained shall be construed to preclude any Trustee from serving the Association in some other capacity and receiving compensation thereof; and (2) any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 2. Powers and Duties. The Board of Trustees has the powers and duties necessary for the administration of the affairs of the Association. The Board of Trustees shall not enter into any service contract for a term in excess of one year without the approval of a majority of Owners.

Section 3. Special Powers and Duties. The Board of Trustees is vested with and responsible for the following powers and duties:

(a) To select, appoint and remove all agents, and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and with these Bylaws and to fix their compensation.

(b) To conduct, manage, and control the affairs and business of the Association and to make and enforce such rules and regulations therefore as may be consistent with law, with the Articles of Incorporation and these Bylaws, as the Board of Trustees may deem necessary or advisable.

(c) To fix and levy, from time to time, Assessments and Special Assessments upon the Owners, as provided in the Declaration; to determine and fix the due date for the payment of such

assessments and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real property owned by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement, or development of such property, for the general benefit and welfare of its Members, in accordance with the provisions of the Declaration. The Board of Trustees is hereby authorized to incur any and all expenses for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Trustees from the Members, attributable for replacement reserves, for maintenance, recurring less frequently than annually and for capital improvements shall, at all times, be held in trust for the Owners. Should any Owner fail to pay such assessments before the delinquency, the Board of Trustees, in its discretion, is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

(d) To enforce the provisions of the Declaration covering the Properties, these Bylaws or other agreements of the Association.

(e) To contract for and pay fire, casualty, errors and omissions, liability, malicious mischief vandalism, liquor liability and other insurance, insuring the Owners, the Association, the Board of Trustees and other interested parties, in accordance with the provisions of the Declaration. And any other expense the Board of Trustees deems advisable which may include, without limitation, medical expenses of persons injured on the Common Area and to bond the agents and employees of any management body, if deemed advisable by the Board of Trustees. The Board of Trustees shall review, not less frequently than annually, all insurance policies and other contracts obtained by the Board of Trustees on behalf of the Association and report to members the status of the Insurance.

(f) To contract for and pay maintenance, gardening and the removal of dead trees on the property. If the Owner wants a tree, bush, shrub, or flower replaced, it will be at the Owners expense. The Board of Trustees will also contract for and pay for utilities, materials and supplies and services relating to the Common Area, including legal and accounting services, and to contract for and pay for improvements on the Common Area.

(g) To grant easements where necessary for utilities and sewer facilities over the Properties to serve the Properties.

(h) To recommend such Rules and Regulations as the Board of Trustees may deem necessary for the management of the Properties, which Rules and Regulations shall become effective and binding after they are approved by a majority of the Members of the Association at a regular meeting or a special meeting called for that purpose. A copy of the Rules and Regulations are to be mailed or emailed to each Member. Such Rules and Regulations may concern, without limitation, use of the Association property, signs, parking restrictions, minimum standard of property maintenance consistent with the Declaration, and the procedures of the Board of Trustees and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation, and these Bylaws.

Section 4. Election and Term of Office. Trustees shall be elected for a two-year term. Election for new Trustees whose terms have expired shall be at each annual meeting of the Members. New Trustees shall be elected by secret written ballot by a majority of the Owners. The ballots are to be tallied by three members not on the board or nominees. In the event that an annual meeting is not held or the Board of Trustees is not elected thereat, the Board of Trustees may be elected at a special meeting of the Members held for that purpose. Each Trustee shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication or mental incompetence. Any person serving as a Trustee may be re-elected and there shall be no limitation on the number of terms during which he shall serve.

Section 5. Books, Audit. The Board of Trustees shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association, in a manner consistent with generally accepted accounting principles. A request may be made at an annual meeting for an audit to be performed in a manner determined by a majority of the Members at the meeting.

Section 6. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the Members of the Association shall be filled by vote of the majority of the remaining Trustees, even though they may constitute less than a quorum; and each person so elected shall be a Trustee until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose.

Section 7. Removal of Trustees. At any regular or special meeting of the Members duly called, any one or more of the Trustees may be removed, with or without cause, by a majority vote of the Members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any Trustee whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 8. Meetings of the Board. Regular or special meetings of the Board of Trustees shall be open to the Members and may be held at such time and place within the Properties as shall be determined. Special meetings may be called by the President (or, if he is absent or refuses to act,) by the Vice President or by any two Trustees. Notice of these meetings of the Board of Trustees and the purpose of special meetings shall be given to each Trustee, personally or by telephone or email, at least 24 hours prior to the date named for such meeting.

Section 9. Quorum of the Board. Except as otherwise expressly provided herein, at all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business which action requires an approval of a majority of the Board of Trustees whether present or absent.

Section 10. Action Without Meeting. The Trustees shall have the right to take any action, in the absence of a meeting, which they could take at a meeting by obtaining the vote or written consent of all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Board of Trustees.

Section 11. Fidelity Bonds. The Board of Trustees may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The Association shall pay the premiums on such bonds. Should a Fidelity Bond not be emplace, the Board of Trustees shall be immune to all lawsuits.

Section 12. Committees. The Board of Trustees, by resolution may, from time to time, designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman; shall state the purposes of the committee and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board of Trustees.

ARTICLE V – OFFICERS

The definition of Trustee is synonymous with the definition of Officer.

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. These designated positions are determined and can be changed by the Board of Trustees. The office of the Secretary and the office of the Treasurer may be held by the same person, but the same person may not hold the office of President and Secretary.

Section 2. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board of Trustees or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Trustees shall not be necessary to make it effective.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Article IV, Sec. 12, to appoint committees from among the Members from time to time as he may, in his discretion, decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Trustees, have general supervision, direction, and control of the business of the Association. The President shall be a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Board of Trustees or these Bylaws.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint some other member of the Board of Trustees to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Trustees or these Bylaws or the Articles of Incorporation of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Trustees may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Trustees required by law or these Bylaws. The Secretary shall maintain a record of Owners listing the names and addresses of the Owners as furnished the Association. The Secretary shall perform such other duties as may be prescribed by the Board of Trustees.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Trustees. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association as may be ordered by the Board of Trustees, in accordance with the Declaration; shall render to the president and Board of Trustees, upon request, an account of all of his or her transactions as Treasurer and of the financial condition of the Association. The financial records of the Association shall also be shown to any Member of the Association upon their request. The Treasurer shall also have such other powers and perform such other duties as may be prescribed by the Board of Trustees or by these Bylaws.

ARTICLE VI – OBLIGATIONS OF OWNERS

Section 1. Assessments.

(a) All owners are obligated to pay, in accordance with the provisions of the Declaration, all assessments imposed by the Association, to meet all expenses of the Association, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard, as more fully provided in Article IV, Section 3 of these Bylaws. Except as otherwise provided in the Declaration with respect to the collection of Special Assessments, the assessments shall be made equally among the Lots owned.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly, at his sole cost and expense, all maintenance and repair work on his Lot as required under the provisions of the Declaration. As further provided in the Declaration, all plans for alterations and repair or improvements on the Lots within the Properties must first be requested in writing and then receive the prior written consent of the Board of Trustees. "Improvements" shall be interpreted as anything that alters the appearance or function of individual units or of the common area. This rule shall take effect as of the date of the filing of these Bylaws. If after that date, any alterations and repairs or improvements are made without the Board of Trustees written consent, the Owner making such alterations and repairs or improvements may be required to remove such alterations and repairs or improvements at their own expense. If necessary the Board of Trustees will arrange for such removal and the Owner shall reimburse the Association for any expenditure incurred. All Owners will be informed of any requests and consents or denials. The Board of Trustees shall establish reasonable procedures for the granting of such approval, in accordance with the Declaration.

(b) As further provided in the Declaration, each owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area owned by the Association which are damaged through the fault of such Owner. Such expenditures shall include all court costs and reasonable attorney's fees incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE VII – AMENDMENT TO BYLAWS

No amendment to these Bylaws shall take effect unless approved by at least a majority of the Members of the Association in person or by proxy, at a duly constituted regular or special meeting of the Members.

ARTICLE VIII – CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Utah, such conflicting Bylaw shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In 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 IX – INDEMNIFICATION OF TRUSTEES AND OFFICERS

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Trustees may authorize the Association to pay expenses incurred by or to satisfy a judgment or fine rendered or levied against a present or former Trustee, officer, committee member or employee of the Association, in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for the act alleged to have been committed by such person while a Trustee, officer, committee member or employee; provided, however, the Board of Trustees determines, in good faith, that such Trustee, officer, committee member or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of the Association of its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this section shall apply to the estate, executor, administrator, heirs, legatees or devisees of a Trustee, officer, committee member or employee, and the term "person" where used in the foregoing section, shall include the estate, executor, administrator, heirs and legatees or devisees of such person.

ARTICLE X – MISCELLANEOUS

Section 1. Execution of Documents. The Board of Trustees, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority may be general or confined to specific instances; and unless so authorized by the Board of Trustees, no officer, agent, committee member or employee shall have any power or authority to bind the Association by any contract or engagement or pledge its credit or to render it liable for any purpose or in any amount.

Section 2. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Trustees and having been so determined, is subject to change from time to time, as the Board of Trustees shall determine.

Section 3. Membership Record. The Association shall keep a record containing the name and address of each Member and maintain the record for the transaction of business.

ARTICLE XI - NOTICE AND HEARING PROCEDURE

In the event of an alleged violation of the Declaration, these Bylaws or the Rules and Regulations of the Properties that have been adopted, the Board of Trustees must give a written notice that specifies the alleged violation to the Owner, or to anyone in their family. The Owner, or tenant, that is accused shall have 10 days to file a written response to the Board of Trustees. The failure of the Board of Trustees to enforce the Rules and Regulations of the Properties, these Bylaws or Declaration, shall not constitute a waiver of the right to enforce the same thereafter. The alleged violator and the accuser shall be given an opportunity for a hearing before the Board of Trustees. If a member of the Board is involved in the alleged violation, he or she will not participate as a Board member during the hearing. A nonmember of the Board, but a member of the association, will be invited to participate in the hearing. The Board of Trustees shall consider the complaint, the response and the hearing, if there is one, and render a written decision within 15 days. If there is no response to the Board of Trustees 10 days after the complaint was first given, the Board of Trustees may proceed to take action upon the complaint. If the decision of the Board of Trustees is not satisfactory to the parties involved, either one may take further legal action on their own.

ADOPTED this 5th day of August, 2013.

[Signature]
SECRETARY

[Signature]
Pres.
Aug. 6, 2013

State of Utah
County of Weber

Subscribed and sworn to before me, on
this 10 day of Aug, 2013.
by [Signature]

[Signature]
Notary Public

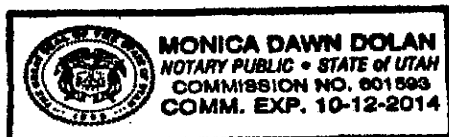


EXHIBIT A

Metes and Bounds Description
of the Properties

A part of the Northwest Quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is 839.52 feet South 0°09'07" West along the Section line and 2794.48 feet West from the Northeast corner of said Section 15 (Basis of Bearing: North 89°10'53" West from said corner to the Northwest corner of said Section 15); running thence South 1°47'07" West 56.42 feet; thence South 82°23'55" East 89.32 feet to the Northwest Corner of Lot 38, Lakeview Ridge Subdivision No. 4, a subdivision in Ogden City, Weber County, Utah; thence South 1°33'49" West 365.56 feet along the West line of said Lakeview Ridge Subdivision No. 4 to the North line of Ridge Villa Subdivision No.3, Ogden City, Weber County, Utah; thence North 89°42'09" West 467.03 feet along said line and the extension of said line; thence North 82°38'28" West 151.65 feet to the Northwest Corner of Lot 22, Stone Mountain Estates Subdivision Phase No.2, Ogden City, Weber County, Utah, as it is staked on the ground; thence North 67°50'21" West 60.00 feet along the North line of said Subdivision; thence North 22° 09'39" East 105.92 feet to a point of curvature; thence Northeasterly along the arc of a 330.00 foot radius curve to the right a distance of 52.79 feet (Central Angle equals 9°09'53" and Long Chord bears North 26°44'35" East 52.73 feet) to a point of tangency; thence North 31°19'32" East 189.08 feet to a point of curvature; thence Northeasterly along the arc of a 181.87 foot radius curve to the left a distance of 95.77 feet (Central Angle equals 30°10'11" and Long Chord bears North 16°14'27" East 94.66 feet) to the extended South line of South Ogden City Reservoir property; thence South 88°48'53" East 407.82 feet along said South line extended and South line to the point of beginning. Contains 5.717 acres

FOR PURPOSES OF REFERENCE ONLY:

Affects Tax Parcel Nos. [list]

The Village At Lakeview Ridge:

- 07-551-0001 - 0005
- 07-566-0001 - 0003
- 07-593-0001 - 0003
- 07-599-0001 - 0002
- 07-620-0001 - 0003
- 07-651-0001 - 0002
- 07-664-0001 - 0002