

**RETURNED**  
**FEB 28 2013**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/28/2013 01:45 PM  
FEE \$86.00 Pgs: 12  
DEP RTT REC'D FOR SUNCREST MEADOW  
HOA

**BYLAWS  
OF  
SUNCREST MEADOW HOMEOWNERS ASSOCIATION, INC.**

A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, Section 16-6a-101 et seq. of the Utah Code, the Board of Directors of Suncrest Meadow Homeowners Association, Inc., hereby adopts the following By-Laws.

**ARTICLE I**

**NAME AND PRINCIPAL OFFICE**

1.1 Name: The name of the corporation is "Suncrest Meadow Homeowners Association, Inc." and it is referred to below as the "Association."

1.2 Offices. The principal office of the Association shall be the address listed with the Utah Department of Commerce.

**ARTICLE II**

**MEMBERS AND MEETINGS**

2.1 Annual Meetings. The Board of Trustees will designate the time, date and place for the annual meeting by giving proper notice in advance of the meeting. The purpose of the annual meeting is the election of Directors, and to consider such other business that comes before the meeting. If the Directors are not elected at the annual meeting, the existing Directors shall continue to serve until their successors are named in a special meeting called for that purpose, or until the next annual meeting.

2.2 Special Meetings. Special meetings of the Members may be called by the Board of Directors or by the President as they see fit. The Board shall call and hold a special meeting of the Members upon receipt by the President of a request for a special meeting signed and dated by the Members of the Association representing not less than 33% of the total votes of the Association. Any notice of special meeting shall state the time, place, and date of the meeting and the matters to be considered at the meeting.

2.3 Place of Meetings. All meetings will be held in Kaysville, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

2.4 Notice of Meeting. The Board of Directors shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but not less than 30 days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that member's notice to the address shown on the last available property tax assessment rolls for Davis County, in the name of the Owner as it appears on the assessment rolls. It is the obligation of the Owners to notify the Association of changes in the Ownership of their Lot. Only one notice will be mailed on each Lot, so if there are multiple Owners, they must designate one of them to receive the notice of the meeting on their behalf. In the absence of such designation, the Association will mail notice to a local address, if there is one, to the available address it considers most likely to provide actual notice, or to the address shown on the tax assessment rolls for mailing of property tax notices. Electronic notification via e-mail to owners for whom the association has an e-mail address shall constitute valid notice for a meeting and for any other purpose and may replace the mailed notice at the Board's option, except that a Member may require the Association, by written demand, to provide notice to the Member by mail.

2.5 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than 20% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the re-scheduled meeting will be sent to the Members providing at least 5 days notice of the new meeting. At any re-scheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.6 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all of the joint Owners of the Membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The Secretary will make an entry of proxies in the minutes of the meeting. A proxy shall be valid for 11 months from the date it is given unless a different period is expressly provided on the proxy.

2.7 Voting Rights. With respect to each matter presented to the Members, including the election of Directors, each Member will be entitled to cast one vote for each Lot that such Member owns on all matters presented to the Members for approval. If a Lot is owned by more than one person or entity, then such persons or entities must decide among themselves how the one vote for such Lot shall be cast. In the event that a Lot is owned by multiple Owners and only one of the multiple Owners is present at a meeting, the other multiple Owners who are not present shall be deemed to have consented to the Owner who is present voting the interests of that Lot. In the event of a disagreement among the Owners of any Lot on how to cast the vote

appurtenant to that Lot, the Association will accept no vote from that Lot. Even though ownership of a Lot is deadlocked and unable to vote, if any Owner of that Lot is present at any meeting, the Lot may be counted as present for purposes of determining a quorum.

2.8 Secured Parties. In the event of Lot held subject to trust deeds or mortgages, the trustor or mortgagor will be entitled to vote, and the lender shall have no right to vote; provided, however, that when a lender has taken possession of any Lot, the lender shall be deemed to have succeeded to the interest of the trustor or mortgagor, and shall then be entitled to cast the vote.

2.9 Lessees. Persons in possession of a Lot as lessees of the Owner are not Members of the Association. Membership will remain with the Owner. The Owner may give a proxy to the lessee. If a lessee appears at a meeting, and the Owner is absent, the Lot will be counted as present for purposes of determining a quorum, even though no vote will be accepted without a written proxy. A continuing proxy for voting purposes may be given in a lease arrangement.

2.10 Simple Majority. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present), except that in a Board election, the candidate receiving the most votes shall be elected. Election of Directors will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.11 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or in any notice of meeting, and any inaccuracies or irregularities in the determination of a quorum or acceptance of proxies at a meeting are deemed waived, unless there is an objection stated in the meeting prior to the vote being taken.

2.12 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association causes to be delivered a written ballot to every Member entitled to vote on the matter not less than fourteen (14) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of Directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Directors, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of Members and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy

envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

2.12 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by Members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

### ARTICLE III

#### BOARD OF DIRECTORS

3.1 General Powers. The Board of Directors shall have authority to manage and control the property and affairs of the Association. The Board of Directors may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws, or the Declaration of Covenants, Conditions and Restrictions on the subdivision, provided however, that those powers which are specifically reserved to the Members in these By-Laws or in the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or to such others as are appropriately delegated.

3.2 Number and Tenure. There shall be three members of the Board of Directors. They will serve two-year terms, with two Directors elected every other year and one Director elected each intervening year.. They shall continue to serve until their successors have been elected and assumed office. Directors need not be residents of the State of Utah.

3.3 Qualifications. Directors must be Owners of Lots and Members of the Association. Any Trustee who ceases to be an Owner is deemed to have resigned as a Trustee, and a replacement will be appointed by the remaining Directors.

3.4 Board Meetings. The Board of Directors shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Directors may meet as often as they see fit and as required by law or the Articles for purposes of approving annual reports, tax returns, approving (for recommendation to the Members) the assessments to be made by the Association upon the Members as contemplated by the Declaration of Covenants, Conditions and Restrictions for the Subdivision (sometimes "Declaration"), and similar matters. Special meetings may be called by the President or the Chairman, or by a majority of the Board by giving notice to the other Board members.

3.5 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.6 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.7 Compensation. The Board of Directors shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

3.8 Resignation or Removal. Any Trustee may resign at any time by written notice to the remaining Directors. A Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Lot and therefore ceases to be a Member of the Association. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of 60% of the Members of the Association at a regular or special meeting called for that purpose.

3.9 Vacancies. Vacancies on the Board of Directors will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term, which he or she has filled, and will stand for election at the expiration of that term.

3.10 Action by Directors without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a regular or special meeting if all of the Board members agree in writing to take a vote or an action without a meeting. The action being taken itself shall not require unanimous consent of the Board. Any action so taken shall have the same effect as though taken at a meeting of the Committee members. The Directors may waive notice of meetings by signing written waivers before, after, or at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice. Informal actions will be entered in the minutes of the Directors.

3.11 Architectural Committee. The Board of Directors shall serve as the Architectural Committee as described in the Declaration. The Board may appoint one design professional, such as an architect, landscape architect, land planner or civil engineer as a member of the Committee, and such a professional appointee does not need to be a member of the Association or a resident of the subdivision. The Directors may pay reasonable compensation to any such professional named to the Committee. Otherwise, the Committee will serve without compensation. The initial membership on the Committee will be appointed as provided in the Declaration.

3.12 Rules and Regulations. The Board of Directors shall have the power and authority to adopt rules and regulations governing the use of the Common Area, including any improvements thereon, and the personal conduct of the members and their guests thereon, and to establish penalties and fines for the infraction thereof.

## ARTICLE IV

### OFFICERS AND DUTIES

4.1 Number, Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board members may designate the office of assistant treasurer or assistant secretary and 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. A person may simultaneously hold more than one office.

4.2 Appointment, Tenure. The Officers will be appointed by the Board of Directors at their annual meeting or any Board meeting thereafter, as may be necessary. All Officers serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose. All Officers must be Members of the Association. Because of the small number of Members, it is anticipated that the Directors themselves will serve as some or all of the Officers. In the event of interest in greater participation by other Members, however, it is intended that the Directors may appoint other Members as Officers or Architectural Committee Members.

4.3 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board to the extent not inconsistent with these Bylaws or the Declaration. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration and Bylaws on behalf of the Association in accordance with the amendment provisions of the Declaration and Bylaws. The general duties of the officers are as follows:

4.3.1 Duties of the President. The President shall preside at meetings of the Board of Directors and at meetings of the Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day-to-day operation of the Association's affairs, including the hiring and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board. The President is responsible for maintaining accurate books and records of the operations of the Association, including without limitation, records pertaining to the receipt and disbursements of funds, to keep accurate records of the members of the Association and the transfer of their interests to others, to keep a record of assessments made to Members by the Association and the payment of assessments by the Members, and to file annual reports,

4.3.2 Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The vice-president shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments. The vice-president shall oversee the HOA Summer social, newsletter publication and editing, web site management and perform such other duties as assigned by the Board.

4.3.3 Secretary. The secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books and papers as the Board may direct, shall have the responsibility for preparation and maintenance of other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act, and for authenticating records of the nonprofit corporation, and in general, perform all of the duties incident to the office of secretary.

4.3.4 Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a Manager or managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing 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 and disbursing funds as directed by resolution of the Board.

4.4 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed.

## ARTICLE V

### ASSESSMENTS

5.1 Adoption of Budget. The Board of Directors is expressly authorized to adopt and amend budgets from time to time. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall adopt a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred for such fiscal year. The Board of Directors may, but is not required to, send a written summary of the budget to all Owners within thirty-days (30) after the adoption of the proposed budget. The Board of Directors shall at that time determine the amount of the regular Assessments to be paid by each Owner. Each Owner shall thereafter pay to the Association the Owner's regular Assessment for the year by the annual assessment deadline designated in the assessment billing. In the event the Board of Directors determines 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 then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due. At least annually the board shall prepare and adopt a budget for the association and shall

present the adopted budget to association members at a meeting of the members. A budget is disapproved if within 45 days after the date of the meeting at which the Board presents the adopted budget there is a vote of disapproval by at least 51% of all the allocated voting interests of the Members, and the vote is taken at a special meeting called for that purpose by Members under the Declaration or Bylaws. If a budget is disapproved by the Members, the budget that the Board last adopted that was not disapproved by Members continues as the budget until and unless the Board presents another budget to Members and that budget is not disapproved.

5.2 Failure to Adopt Budget. If the Board of Directors fails to adopt an annual budget for any calendar year prior to January 1 of that calendar year, the Owners shall continue to pay periodic installments of the Regular Assessment to the Association at the rate payable during the prior calendar year until such time as the Board of Directors adopts a new annual budget for the then calendar year. Once the Board of Directors adopts a new annual budget, the Association shall levy against each Lot the Regular Assessment for the then calendar year and each Owner's periodic installments shall be adjusted as necessary to pay the new Regular Assessment in equal periodic installments over the remainder of such calendar year, giving the Owners credit, in such manner as the Board of Directors deems necessary or appropriate, for any installments that the Owners have previously paid to the Association during such calendar year.

5.3 Uniformity in Assessments. Except as otherwise provided herein, all Assessments (other than Individual Assessments) shall be uniformly imposed upon all Owners.

5.4 Rules Regarding Billing and Collection Procedures. The Board of Trustees shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided for in this Declaration and for the billing and collection of regular and special Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days' written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment.

5.5 Special Assessments. If the Association determines that an Assessment is required to immediately fund any Common Expense attributable to the Common Area, the Association may levy an Assessment for such Common Expense against all the Owners in equal proportion.

5.6 Individual Assessments. Individual Assessments shall be levied by the Board of Trustees against an Owner to reimburse the Association for:

- (a) Costs incurred in bringing an Owner into compliance with the provisions of the Declaration, the Articles, the Bylaws, or the Rules;
- (b) Any other charge designated as an Individual Assessment in the Declaration, the Articles, the Bylaws or the Rules, including charges set forth in Section 5.7 below; and
- (c) Attorneys' fees, fines, interest, costs, and other charges relating thereto as provided in the Declaration, Bylaws, or the Rules.



5.7 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Association, which benefit individual Owners, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be an Individual Assessment if, and for so long as, such individual Owners have expressly requested the provision of such additional materials or services in writing.

5.8 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board of Trustees in its discretion may apply the excess to reserves, credit the excess against future Assessments or pay the excess to the Owners in proportion to the amount paid. The decision of the Board of Trustees shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

5.9 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 to a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

5.10 Reserve Fund. The Association shall have the right to maintain a reserve fund for the Common Expenses. The reserve fund shall include such amounts as the Board of Directors may deem proper for general working capital, for a general operating reserve, for a reserve for replacements and major maintenance or capital replacement and for such other purposes as the Board may from time to time consider to be necessary or appropriate. The reserve fund will be funded at the discretion of the Board of Trustees and in accordance with the law. A reserve fund accounting will be provided for members at each annual meeting.

## ARTICLE VI

### INDEMNIFICATION

6.1 Indemnification Against Third Party Actions. To the extent permitted by law, the Association will indemnify and defend the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys' fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee or Officer on behalf of the Association, and excludes claims arising as a result of negligence or misconduct in the performance of duty.

6.2 Indemnification Against Member Actions. To the extent permitted by law, the Association will indemnify and defend the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys' fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee or Officer on behalf of the Association, and excludes claims arising as a result of negligence or misconduct in the performance of duty.

6.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, he or she shall give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an Officer or employee, or against a single Trustee, may vote to indemnify the Officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

## ARTICLE VII

### AMENDMENT

7.1 Amendment. These By-Laws may be amended from time to time with the affirmative vote of a majority of all Lot Owners. No amendment of these By-Laws shall have the effect of waiving any of the Covenants, Conditions, or Restrictions created by the Declaration.

## ARTICLE VIII

### MISCELLANEOUS

8.1 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.

8.2 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.

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

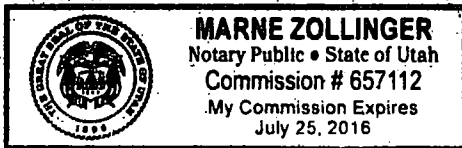
IN WITNESS WHEREOF, the Board of Directors hereby adopts these initial Bylaws of the Association and causes these Bylaws to be executed by its duly authorized officers on this 27 day of February, 2013.

(Sign): *Amy K. Alvord*  
(Print Name): Amy K. Alvord, President

(Sign): *Thora Lisa Jewell*  
(Print Name): Thora Lisa Jewell, Secretary

STATE OF UTAH )  
 )ss:  
County of DAVIS )

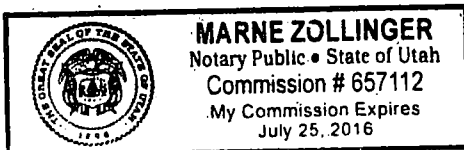
The foregoing instrument was acknowledged before me on this 27 day of February, 2013 by President of the Association.



*Marne Zollinger*  
Notary Public for Utah

STATE OF UTAH )  
 )ss:  
County of DAVIS )

The foregoing instrument was acknowledged before me on this 27 day of February, 2013 by secretary of the Association.



*Marne Zollinger*  
Notary Public for Utah

EXHIBIT A

Legal Description

All Lots, 1 through 52 inclusive and common areas, of SUNCREST MEADOW PHASE I CLUSTER SUBDIVISION, City of Kaysville, County of Davis, State of Utah, according to the official plat thereof recorded in the office of the Davis County Recorder.

Parcel Numbers 08-340-0001 through 0055