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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: VIAL FOTHERINGHAM LLP - UTAH SLC
ELECTRONICALLY RECORDED

After Recording Return to:
Burt R. Willie
Vial Fotheringham, LLP
515 South 400 East
Salt Lake City, Utah 84111

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
Longhorn Subdivision
In Weber County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGHORN SUBDIVISION (this "Declaration") is hereby adopted by Longhorn Homeowners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Weber County, Utah and more particular described as **Exhibit "A"** attached hereto (the "Property").

(B) On or about April 4, 1995, the Declaration of Building and Use Restrictions ("Enabling Declaration") was recorded in the Weber County Recorder's Office, as Entry No. 1339373.

(C) On or about July 3, 1991, the Articles of Incorporation of City of West Haven, Utah were recorded in the Weber County Recorder's Office as Entry No. 1144934.

(D) On or about April 4, 1995, a Plat Map depicting Longhorn Subdivision No. 1 was recorded in the Weber Recorder's Office as Entry No. 1339370 ("Plat Map 1").

(E) On or about September 13, 1995, a Plat Map depicting Longhorn Subdivision No. 2 was recorded in the Weber Recorder's Office as Entry No. 1363430 ("Plat Map 2").

(F) On or about January 2, 1996, a Plat Map depicting Longhorn Subdivision No. 3 was recorded in the Weber Recorder's Office as Entry No. 1381085 ("Plat Map 3").

(G) On or about March 13, 1996, a Plat Map depicting Longhorn Subdivision No. 4 was recorded in the Weber Recorder's Office as Entry No. 1393151 ("Plat Map 4").

08-239-0001-0005, 0007-0018 ✓
08-254-0001-0019 ✓
08-261-0001-0014 ✓
08-265-0001-0014 ✓
08-266-0001-0013 ✓ *SP*

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(H) On or about March 13, 1996, a Plat Map depicting Longhorn Subdivision No. 5 was recorded in the Weber Recorder's Office as Entry No. 1393153 ("Plat Map 5").

(I) No Supplemental Declarations were recorded in conjunction with the recording of the Plats. The Members intend to formalize Phases 1-5 as part of the Association.

(J) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(K) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Maps for the Property are attached hereto as **Exhibit "B."**

(L) The Association and its Members desire that the Board organize the Association as a non-profit corporation and file its Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as Longhorn Homeowners Association, Inc. ("Association") by filing with the State of Utah the Articles of Incorporation for the Association ("Articles").

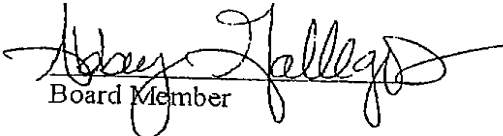
(M) The Association is governed by the terms of this Declaration, the Articles of Incorporation for Longhorn Homeowners Association, Inc. and the Bylaws for Longhorn Homeowners Association, Inc., which Bylaws are attached hereto as **Exhibit "C"** and shall be recorded in the Weber County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(N) Owners of record, holding not less than a majority of the total voting power of the Association, provided their written consent approving and consenting to: the filing of these

Amended & Restated Articles of Incorporation with the Utah Secretary of State, recording the Bylaws, and recording the Declaration.

Abbey Gallegos, of the Board, hereby certifies that the requisite number of votes were obtained accepting and approving of the recording of this Declaration, Bylaws and filing of the Articles.

Abbey Gallegos


Board Member

(O) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(P) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(Q) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I
DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(C) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(D) "Association" shall mean LONGHORN HOMEOWNERS ASSOCIATION, INC., and as the context requires, the officers or directors of that Association.

(E) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of LONGHORN HOMEOWNERS ASSOCIATION, INC.

(F) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as "Exhibit C" No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(G) "City" shall mean West Haven City, Utah and its appropriate departments, officials and committees.

(H) "County" shall mean Weber County, Utah and its appropriate departments, officials and committees.

(I) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Area(s).

(J) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(K) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Longhorn Subdivision, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(L) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all improvements located on the same Lot and used in conjunction with such residence.

(M) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(N) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes, townhomes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(O) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement.

(P) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(Q) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Weber County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

(R) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(S) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Hill Farms Subdivision in the Weber County Recorder's Office, as it may be amended from time to time.

(T) "Project" shall mean all phases of Longhorn Subdivision and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s)

covering the Property.

(U) "Property" shall have the meaning set forth in the recitals.

(V) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II
EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or

transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

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

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

2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area;
- (c) For correction of emergency conditions on one or more Lots or on

portions of the Common Area;

(d) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III COMMON AREAS

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

3.4 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

ARTICLE IV MEMBERSHIP

4.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional

interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE V VOTING

5.1 Only an Owner that current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VI HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

6.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) terminate an Owner's right to utilize Common Area and/or amenities; and (5) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement

actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Lot(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a Special or Regular Meeting, or upon the written consent of a majority of Owners.

(c) In addition, the Association may levy individual assessment (a) on every

Lot, the Owner or occupant of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

6.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget.

6.7 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.8 Fines. The Association shall have the power to assess a fine against an Owner (or their Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

6.9 Hearing Process. The Board will create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance

with the requirements of the Act.

6.10 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

6.11 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

6.12 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

6.13 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

6.14 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

7.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act. Any delinquent accounts may also be turned over to a collection agency and all fees associated with any collection would be the responsibility of the homeowner.

7.2 Due Date, Charges & Interest. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum.

7.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

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

7.5 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

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

ARTICLE XIII USE LIMITATIONS & RESTRICTIONS

8.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot.

8.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

8.3 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within

the Project, and may not noticeably increase the traffic flow to the Project.

8.4 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Lot.

8.5 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot.

8.6 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on a Lot shall be subjected to time interval ownership.

8.7 No Re-Subdivision. No Lot may be re-subdivided.

8.8 Combination of Lots. No Lot may be combined with another Lot without the consent of the Board.

8.9 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of two (2) years from the date of commencement of construction, reconstruction or remodeling unless any delays are approved in writing by the Board

8.10 Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

8.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

8.12 Garbage. All garbage, rubbish, and trash shall be kept in covered containers.

8.13 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed, with the exception of lights on flag poles. This shall not apply to street

lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

8.14 Fencing. Any fencing must be constructed of high-quality materials and may not exceed six (6) feet in height from natural grade.

8.15 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances.

8.16 Dwelling Cost, Quality and Size. No Dwelling shall be permitted on any lot at a cost of less than \$85,000.00, exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The minimum permitted dwelling shall have an attached two-car garage, the main floor area of the main structure, exclusive of open porches and garages, shall not be less than 1000 square feet for a single story above ground or 1200 square feet combined for a multi-level. At least 25% of the front elevation shall be brick. The driveway area occurring in the dedicated street between the blacktop surface of the road and the hard surface on property shall be completed by the owner of the lot and connect the driveway to the road with either concrete or blacktop.

8.17 Livestock and Poultry. Animals. Animals, livestock, or poultry of various kinds shall be allowed the same as the zoning for West Haven City allows. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's care. No animal shall be allowed to pasture or be maintained within 65 feet of the front street or other activities prohibited by City ordinances.

8.18 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on all driveways. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.19 Landscaping. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense.

8.20 Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX RENTAL/LEASE RESTRICTIONS

9.1 Rules Governing Non-Owner Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

9.2 Leasing by Owners. Any lease or agreement to rent a Dwelling must be in writing, must be for an initial term of at least three (3) months, and shall provide as a term of the agreement that the occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and occupant.

9.3 Leasing of Multiple Dwellings. No Owner, Person, or group of Persons with common ownership may own more than one Dwelling in the Project for the purpose of leasing those Dwellings.

ARTICLE X OWNERS' MAINTENANCE OBLIGATIONS

10.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Project.

10.2 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of

any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

10.3 Repair Following Damage. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association. Any reconstruction or new Dwelling must comply with the terms and conditions of the Governing Documents.

ARTICLE XI INSURANCE

11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration.

11.2 Property Insurance.

(a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas. Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- (ii) Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less.
- (iii) Association's Right to Not Tender Claims that are Under the Deductible.

If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

11.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association.

11.4 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association.

ARTICLE XII DAMAGE & DESTRUCTION

12.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

12.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

12.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XIII
DISBURSEMENT OF PROCEEDS

13.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XIV
REPAIR AND RECONSTRUCTION

14.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XV
CONDEMNATION

15.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in

accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

16.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

16.3 Limited Liability. Neither the Board nor its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

16.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved

to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

16.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

16.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

16.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one percent (51%) of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

16.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

16.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

16.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project.

Headings are inserted for convenience only and shall not be considered in interpretation of the provisions.

Longhorn Homeowners Association, Inc., a Utah non-profit corporation

[Signature]
By: Lynn Stringham
Its: Board Member



STATE OF UTAH)
) : ss
COUNTY OF Weber)

On this 26 day of May, 2016, personally appeared before me Lynn Stringham, who being by me duly sworn, did say that he is a Board Member of Longhorn Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

Longhorn Homeowners Association, Inc., a Utah non-profit corporation

[Signature]
By: Abbey Gallegos
Its: Board Member



STATE OF UTAH)
) : ss
COUNTY OF Weber)

On this 26 day of May, 2016, personally appeared before me Abbey Gallegos, who being by me duly sworn, did say that she is a Board Member of Longhorn Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

Longhorn Homeowners Association, Inc., a Utah non-profit corporation

Loren Allen

By: Loren Allen

Its: Board Member

STATE OF UTAH)
) : ss
COUNTY OF Weber)



On this 26 day of May 2016, personally appeared before me Loren Allen, who being by me duly sworn, did say that she is a Board Member of Longhorn Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Tina M. Favero
Notary Public

EXHIBIT A**Subdivision No. 1**

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M., U.S. SURVEY: BEGINNING AT A POINT ON THE CENTERLINE OF 4300 WEST STREET; SAID POINT BEING 776.86 FT. S 0°36'25" W ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID ¼ SECTION; RUNNING THENCE S 89°23'35" E 233.00 FT.; THENCE N 84°06'22" E 679.37 FT.; THENCE S 89°31'54" E 112.50 FT.; THENCE S 0°28'06" W 283.67 FT.; THENCE S 89°31'54" E 84.46 FT.; THENCE S 0°28'06" W 350.00 FT.; THENCE N 89°31'54" W 908.50 FT.; THENCE N 0°36'25" E 220.00 FT.; THENCE N 89°31'54" W 198.00 FT. TO SAID CENTERLINE OF 4300 SOUTH STREET; THENCE N 0°36'25" E 338.95 FT. ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. CONTAINS 13.551 ACRES.

ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M. SURVEY: BEGINNING AT A POINT WHICH IS 1335.81 FT. S 0°36'25" W ALONG THE SECTION LINE AND 2415.25 FT. S 89°31'54" E FROM THE NORTHWEST CORNER OF SAID ¼ SECTION; RUNNING THENCE N 0°28'06" E 350.00 FT.; THENCE N 89°31'54" WEST 113.75 FT.; THENCE NORTH 0°28'06" EAST 174.24 FT.; THENCE S 89°31'54" E 321.28 FT.; THENCE S 0°33'52" W 73.32 F.; THENCE NORTH 89°59'41" W 6.60 FT.; THENCE S 0°21'02" W 450.88 FT.; THENCE N 89°31'54" W 201.74 FT. TO THE POINT OF BEGINNING. CONTAINS 2.888 ACRES.

Subdivision No. 2

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M., U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1335.81 FT. S 0°36'25" W ALONG THE SECTION LINE AND 1106.50 FT. S 89°31'54" E FROM THE NORTHWEST CORNER OF SAID ¼ SECTION; RUNNING THENCE N 0°28'06" E 350.00 FT.; THENCE N 89°31'54" W 84.46 FT.; THENCE N 0°28'06" E 593.91 FT.; THENCE NORTHEASTERLY ALONG THE ARC OF A 1331.94 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.37 FT. (CENTRAL ANGLE EQUALS 1°13'14" AND LONG CHORD BEARS N 85°18'38" E 28.37 FT.); THENCE N 0°36'25" E 354.39 FT.; THENCE S 89°25'29" E 262.42 FT.; THENCE N 0°40'00" E 33.00 FT.; THENCE S 89°25'29" E 305.32 FT.; THENCE S 0°28'06" W 383.00 FT.; THENCE S 89°25'29" E 7.50 FT.; THENCE S 0°28'06" W 599.77 FT.; THENCE N 89°31'54" W 7.50 FT.; THENCE SOUTH 0°28'06" W 350.00 FT.; THENCE N 89°31'54" W 512.50 FT. TO THE POINT OF BEGINNING. CONTAINS 17.242 ACRES.

ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M., U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1335.81 FT. S 0°36'25" W ALONG THE SECTION LINE; 2621.91 FT. S 89°31'54" E AND 524.25 FT. N 0°33'52" E FROM THE NORTHWEST CORNER OF

SAID ¼ SECTION; RUNNING THENCE N 89°31'54" W 321.28 FT.; THENCE N 0°28'06" E 329.99 FT.; THENCE S 89°31'54" E 321.84 FT.; THENCE S 0°33'52" W 329.99 FT. TO THE POINT OF BEGINNING. CONTAINS 2.436 ACRES.

Subdivision No. 3

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M., U.S. SURVEY: BEGINNING AT A POINT ON THE CENTERLINE OF 4300 WEST STREET; SAID POINT BEING 438.00 FT. S 0°36'25" W ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID ¼ SECTION; RUNNING THENCE S 89°25'29" E 373.00 FT.; THENCE N 0°36'25" E 405.00 FT. TO THE SOUTH LINE OF 4400 SOUTH STREET; THENCE S 89°25'29" E 675.00 FT. ALONG SAID SOUTH LINE; THENCE S 0°36'25" W 354.39 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1331.94 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 28.37 FT. (CENTRAL ANGLE EQUALS 1°13'14" AND LONG CHORD BEARS S 85°18'38" WEST 28.37 FT.); THENCE S 0°28'06" W 310.24 FT.; THENCE N 89°31'54" W 112.50 FT.; THENCE S 84°06'22" W 679.37 FT.; THENCE N 89°23'35" W 233.00 FT. TO THE CENTERLINE OF SAID 4300 WEST STREET; THENCE N 0°36'25" E 338.86 FT. ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. CONTAINS 13.392 ACRES

ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, T5N, R2W, SLB & M., U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1335.81 FT. S 0°36'25" W ALONG THE SECTION LINE; 2621.91 FT. S 89°31'54" E AND 854.24 FT. N 0°33'52" E FROM THE NORTHWEST CORNER OF SAID ¼ SECTION; RUNNING THENCE N 89°31'54" WEST 321.84 FT.; THENCE N 0°28'06" E 29.23 FT.; THENCE S 89°31'54" E 321.88 FT.; THENCE S 0°33'52" W 29.23 FT TO THE POINT OF BEGINNING. CONTAINS 0.216 ACRES.

Subdivision No. 4

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF LOT 20, LONGHORN SUBDIVISION NO. 2, WEST HAVEN CITY, WEBER COUNTY, UTAH: SAID POINT ALSO BEING 1335.81 FEET SOUTH 0°36'25" WEST ALONG THE SECTION LINE AND 1619.00 FEET SOUTH 89°31'54" EAST FROM THE WEST ¼ CORNER OF SAID SECTION 9; AND RUNNING THENCE THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID LONGHORN SUBDIVISION NO. 2 AS FOLLOWS: NORTH 0°28'06" EAST 350.00 FEET; SOUTH 89°31'54" EAST 7.50 FEET AND NORTH 0°28'06" EAST 299.89 FEET; THENCE SOUTH 89°31'54" EAST 675.00 FEET; THENCE SOUTH 0°28'06" WEST 299.89 FEET; THENCE SOUTH 89°31'54" EAST 113.75 FEET; THENCE SOUTH 0°28'06" WEST 350.00 FEET; THENCE NORTH 89°31'54" WEST 796.25 FEET TO THE POINT OF BEGINNING. CONTAINS 11.045 ACRES.

ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 2298.27 FEET SOUTH 89°25'29" EAST ALONG THE QUARTER SECTION LINE AND 179.00 FEET SOUTH 0°28'06" WEST FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 89°31'54" EAST 322.34 FEET; THENCE SOUTH 0°33'52" WEST 269.05 FEET; THENCE NORTH 89°31'54" WEST 321.89 FEET; THENCE NORTH 0°28'06" EAST 269.05 FEET TO THE POINT OF BEGINNING. CONTAINS 1.990 ACRES.

Subdivision No. 5

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF LOT 29 OF LONGHORN SUBDIVISION NO. 2, WEST HAVEN CITY, WEBER COUNTY, UTAH; SAID POINT ALSO BEING 1615.77 FEET SOUTH 89°25'29" EAST ALONG THE QUARTER SECTION LINE FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 89°25'29" EAST 1005.14 FEET; THENCE SOUTH 0°33'52" WEST 178.40 FEET; THENCE NORTH 89°31'54" WEST 322.34 FEET; THENCE SOUTH 0°28'06" WEST 502.63 FEET; THENCE NORTH 89°31'54" WEST 675.00 FEET TO THE EAST LINE OF SAID LONGHORN SUBDIVISION NO. 2; THENCE THREE (3) COURSES ALONG SAID EAST LINE AS FOLLOWS: NORTH 0°28'06" EAST 299.89 FEET; NORTH 89°25'29" WEST 7.50 FEET AND NORTH 0°28'06" EAST 383.00 FEET TO THE POINT OF BEGINNING. CONTAINS 11.961 ACRES.

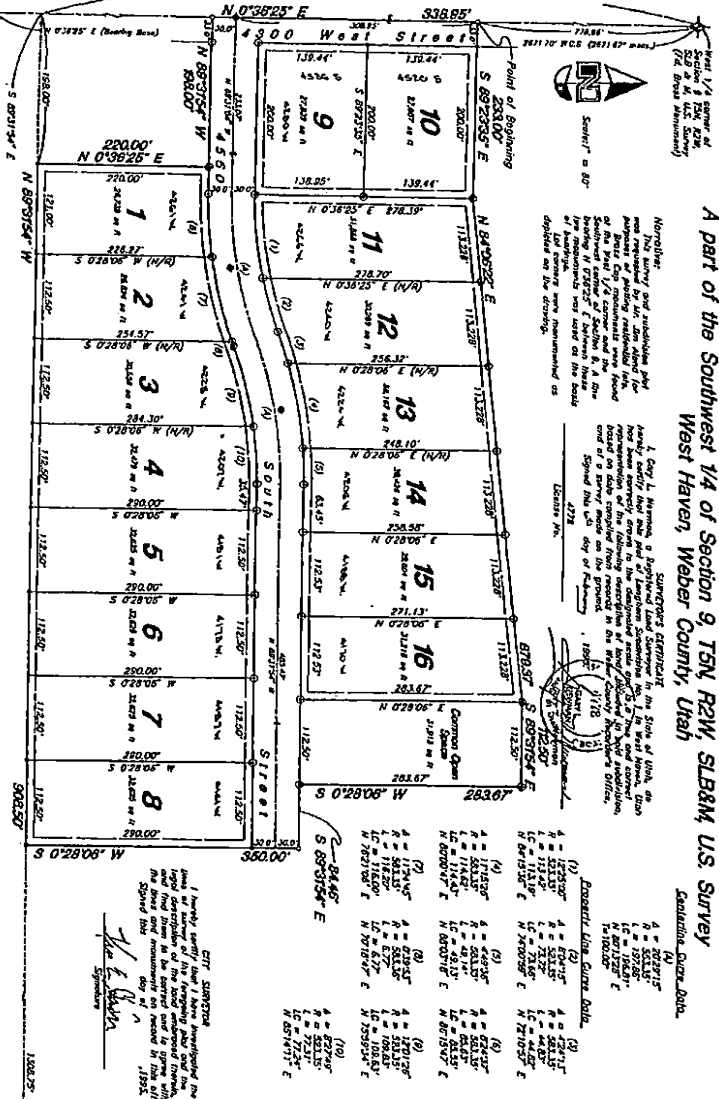
EXHIBIT B

Plat Maps

19-55

Longhorn Subdivision No. 1

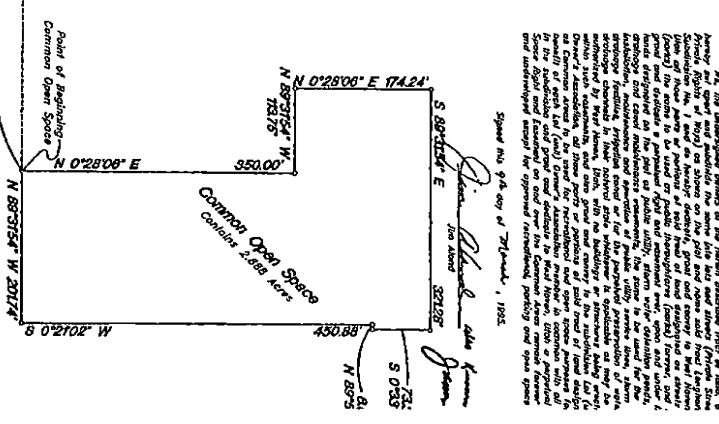
A Cluster Subdivision
West Haven, Weber County, Utah



Notwithstanding to and including the...
I, Don L. Harmsen, a registered professional land surveyor...
I hereby certify that the plat of Longhorn Subdivision No. 1...
is a true and correct copy of the original...
as shown to me by the owner...
and that the same complies with the provisions...
of the Utah Subdivision Act, Chapter 2, Part 1...
of the Utah Code, and that the same...
is in conformity with the provisions...
of the Utah Subdivision Act, Chapter 2, Part 1...
of the Utah Code.

Asymptotic Line Curve Data

(1)	(2)	(3)
4 = 122.50'	4 = 122.50'	4 = 122.50'
1 = 114.82'	1 = 114.82'	1 = 114.82'
15 = 186.81'	15 = 186.81'	15 = 186.81'
1 = 114.82'	1 = 114.82'	1 = 114.82'
15 = 186.81'	15 = 186.81'	15 = 186.81'



The underlying owners of the herein described tract of land...
I hereby certify that I have investigated the...
legal description of the said common open space...
and find the same to be correct and in compliance...
with the provisions of the Utah Subdivision Act...
Chapter 2, Part 1, Section 2-1-1, Utah Code, 1953.

CITY ATTORNEY
I hereby certify that the plat of Longhorn Subdivision No. 1...
is a true and correct copy of the original...
as shown to me by the owner...
and that the same complies with the provisions...
of the Utah Subdivision Act, Chapter 2, Part 1...
of the Utah Code.

CITY ENGINEER
I hereby certify that the plat of Longhorn Subdivision No. 1...
is a true and correct copy of the original...
as shown to me by the owner...
and that the same complies with the provisions...
of the Utah Subdivision Act, Chapter 2, Part 1...
of the Utah Code.

CITY CLERK
I hereby certify that the plat of Longhorn Subdivision No. 1...
is a true and correct copy of the original...
as shown to me by the owner...
and that the same complies with the provisions...
of the Utah Subdivision Act, Chapter 2, Part 1...
of the Utah Code.

AT BASH ENGINEERING & SURVEYING
CONSULTING ENGINEERS & SURVEYORS
300 S. 1000 W. SALT LAKE CITY, UTAH

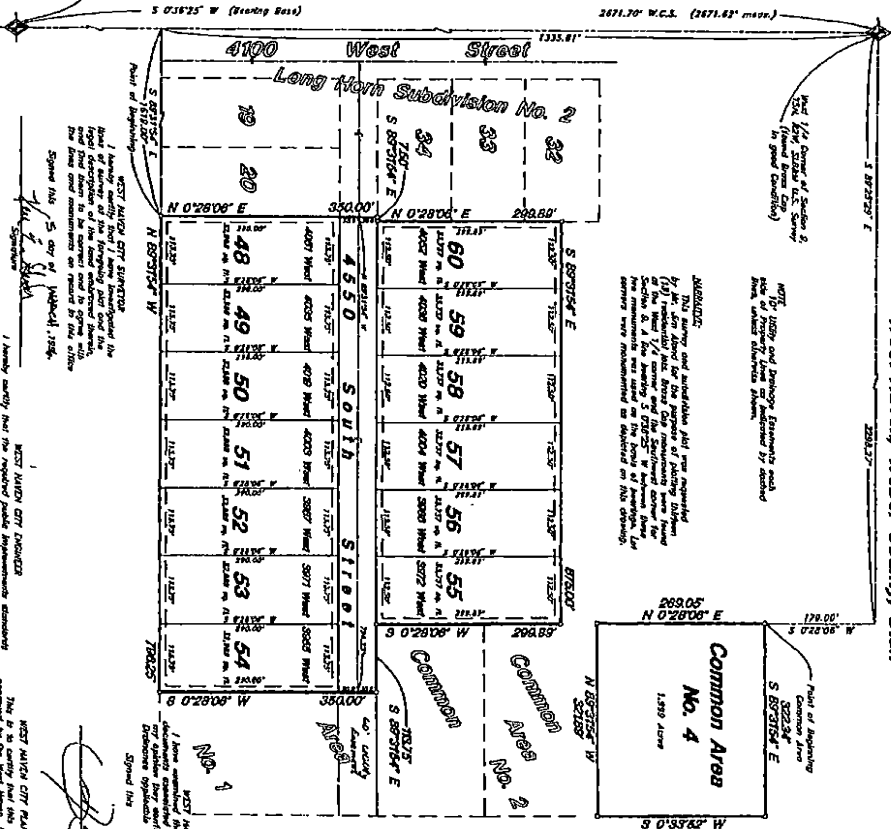
MEMBER IN CHARGE
DON L. HARMSEN

DATE: 10/15/85

9-14

Longhorn Subdivision No. 4

A Cluster Subdivision
A Part of the Southwest 1/4 of Section 9, T5N, R2W, S188M, U.S. Survey
West Haven, Weber County, Utah



WEST 1/4 CORNER OF SECTION 9, T5N, R2W, S188M, U.S. SURVEY (Fixed True Meridian) (Fixed True Meridian)

NOTICE: This survey and subdivision plan was prepared by the undersigned for the purpose of placing the same on file for the purpose of recording the same in the office of the County Recorder of the County of Weber, Utah. The same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions.



Scale 1" = 100'
1" = 100 feet
1/4" = 25 feet
1/8" = 12.5 feet
1/16" = 6.25 feet

SUBDIVISION CERTIFICATE
I, Gary L. Johnson, a Notarized Land Surveyor in the State of Utah, do hereby certify that this part of Longhorn Subdivision No. 4 is a West Haven, Utah and that the following description of same is in accordance with the subdivision plan on file in the office of the County Recorder of the County of Weber, Utah, and of a survey made as the same appears on the map of December 1, 1957.
Signed this 18th day of December, 1957.



OWNER'S DECLARATION
I, the undersigned owner of the above described property, do hereby declare that the same is a part of the subdivision shown on the map of December 1, 1957, and that the same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions. I hereby declare that the same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions. I hereby declare that the same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions.

ACKNOWLEDGMENT
I, the undersigned, do hereby acknowledge that the above described property is a part of the subdivision shown on the map of December 1, 1957, and that the same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions.

BOUNDARY DESCRIPTION
A part of the Southwest Quarter of Section 9, Township 5 North, Range 2 West, Salt Lake and West Paria, T.L. Survey, Register Map being the same as shown on the map of December 1, 1957, and the same is subject to the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions.

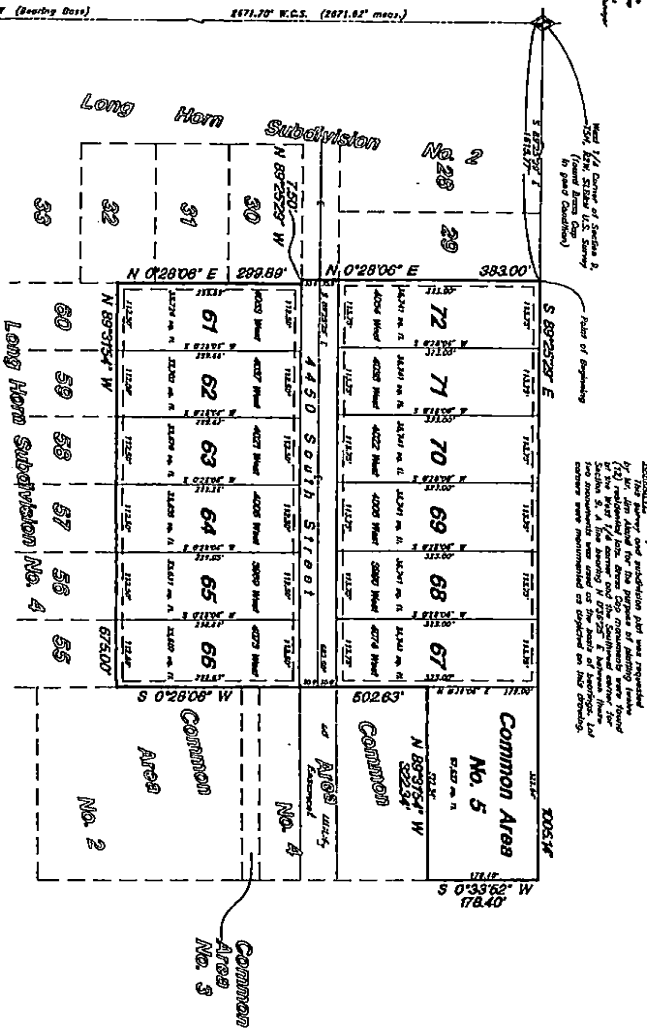
WEST HAVEN CITY COUNCIL ACCEPTANCE
This is to certify that the subdivision plan, the adoption of which is hereby approved by the City Council of West Haven, Utah, on the 18th day of December, 1957, is in accordance with the provisions of the laws of the State of Utah relating to the recording of such surveys and subdivisions.

WEST HAVEN CITY ENGINEERS, INC.
254 West 1st Street, Ogden, Utah, 84401
WEST HAVEN CITY ENGINEERS, INC.
254 West 1st Street, Ogden, Utah, 84401
WEST HAVEN CITY ENGINEERS, INC.
254 West 1st Street, Ogden, Utah, 84401



Scale: 1" = 100'

Longhorn Subdivision No. 5
 A Cluster Subdivision
 A part of the Southwest 1/4 of Section 9, T5N, R2W, S188M, U.S. Survey
 West Haven, Weber County, Utah



RESOLVED: That the plat and subdivision map be approved and recorded in the public records of the County of Weber, Utah, and that the same be subject to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and that the same be subject to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and that the same be subject to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.

WEST HAVEN CITY ENGINEER
 I, _____, hereby certify that the plat and subdivision map is a true and correct copy of the original as filed in my office, and that the same conform to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.

WEST HAVEN CITY ENGINEER
 I, _____, hereby certify that the plat and subdivision map is a true and correct copy of the original as filed in my office, and that the same conform to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.

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WEST HAVEN CITY ENGINEER
 I, _____, hereby certify that the plat and subdivision map is a true and correct copy of the original as filed in my office, and that the same conform to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.



GREAT BASIN ENGINEERING, INC.
 3401 Canyon Avenue, Ogden, Utah, 84403
 P.O. Box 8177, Ogden, Utah, 84408
 Phone: (435) 744-1111
 Fax: (435) 744-1112

WEST HAVEN CITY ENGINEER
 I, _____, hereby certify that the plat and subdivision map is a true and correct copy of the original as filed in my office, and that the same conform to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.

WEST HAVEN CITY ENGINEER
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WEST HAVEN CITY ENGINEER
 I, _____, hereby certify that the plat and subdivision map is a true and correct copy of the original as filed in my office, and that the same conform to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code.

EXHIBIT C

Bylaws

**BYLAWS
OF
LONGHORN HOMEOWNERS ASSOCIATION, INC.**

The following are the Bylaws of Longhorn Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Longhorn Subdivision, of even date and recorded in the Official Records of the Weber County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication, or (2) by hand-delivery, including affixing the notice to the front door of the Unit. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board, or by hand-delivery, including affixing the notice to the front door, of the Owner's Dwelling. Said notice is effective upon sending the email or electronic communication or upon affixing the notice to the front door of the Unit. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least thirty percent (30%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the 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.

At the Board's discretion, voting ballots may be conducted by mail, email or other electronic means.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that initially, the Board shall identify two of the five members of the Board to serve for a one-year term. The other members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

Section 3.2 Eligibility. All members of the Board shall be Owners.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of 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.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Adoption and amendment of rules and regulations;
- (g) Enforcement of the Declaration, including the retention of legal counsel;
- (h) Commencement of legal action when necessary;
- (i) Imposition of fines, sanctions and citations;
- (j) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (k) Purchase of and maintenance of insurance;
- (l) Maintenance of books and records of the Association;
- (m) Emergency repairs;
- (n) Maintenance of parking;
- (o) Adoption of reasonable pet restrictions; and

- (p) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, treasurer and other appointed office, who shall at all times be members of the Board, or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of two (2) years. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 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. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 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 temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other polices governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out and review the Association accounts on a monthly basis.

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 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 Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

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; keep proper books of account; if the Board deems appropriate, cause an annual audit or lesser review 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 a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits

or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X AMENDMENTS, ORDER OF PRECEDENCE

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

**ARTICLE XI
AMENDMENTS, ORDER OF PRECEDENCE**

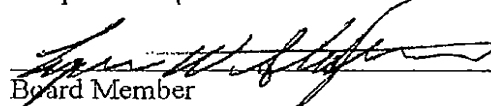
Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Weber County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XII
FISCAL YEAR**

Section 12.1 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.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Weber County Recorder, State of Utah.

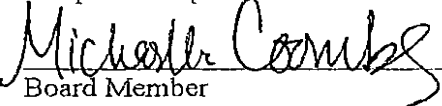
LONGHORN HOMEOWNERS ASSOCIATION, INC.
A Utah nonprofit corporation

By:  5/26/16
Board Member Date

LONGHORN HOMEOWNERS ASSOCIATION, INC.
A Utah nonprofit corporation

By:  5/26/16
Board Member Date

LONGHORN HOMEOWNERS ASSOCIATION, INC.
A Utah nonprofit corporation

By:  5/26/16
Board Member Date

LONGHORN HOMEOWNERS ASSOCIATION, INC.
A Utah nonprofit corporation

By: Abbey Gallegos
Board Member

5/26/2016
Date