



\*W2683401\*

After Recording Return to:  
Burt R. Willie  
Smith Knowles, P.C.  
2225 Washington Boulevard, Suite 200  
Ogden, Utah 84401

E# 2683401 PG 1 OF 59  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
22-Apr-14 1200 PM FEE \$290.00 DEP S  
REC FOR: SMITH KNOWLES PC  
ELECTRONICALLY RECORDED

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

For  
Causey Estates Subdivision  
In Weber County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAUSEY ESTATES SUBDIVISION (this "Declaration") is hereby adopted by Causey Estates Lot Owners Association ("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 follows (the "Property"):

Subdivision 1:

A PART OF SECTIONS 11 & 14, T6N, R3E, SLB&M, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14, RUNNING THENCE NORTH 5280.00 FT. ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 14, THENCE N.0°20' W 2640.00 FT. ALONG THE SECTION LINE TO THE WEST ¼ CORNER OF SECTION 11, THENCE N 89°45' E 2150.00 FT. ALONG THE ¼ SECTION LINE, THENCE SOUTH 1450.00 FT., THENCE S 57°24'E 2194.06 FT. TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 14, THENCE S0°15'W 5280.00 FT., THENCE S89°45'W 3960.00 FT. TO THE POINT OF BEGINNING

23-057-0001 – 0005; 23-058-0001 – 0008; 23-059-0001 – 0016; 23-060-0001 – 0008;  
23-061-0001 – 0012; 23-062-0001 – 0006; 23-063-0001 – 0009

Subdivision 2:

A PART OF SECTION 10 AND 11, T6N, R3E, SLB&M, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10 AND RUNNING THENCE NORTH  $89^{\circ}49'W$  5100.0 FT. ALONG THE SECTION LINE, THENCE N  $22^{\circ}02'E$  5685.76 FT. TO THE NORTH LINE OF SAID SECTION 10, THENCE S  $89^{\circ}52'E$  2950.10 FT. ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 10, THENCE S  $11^{\circ}14'30''E$  1033.48 FT. THENCE SOUTHERLY ALONG THE ARC OF A REGULAR 1297.83 FOOT RADIUS CURVE TO THE RIGHT 407.06 FT., THENCE S  $6^{\circ}43'45''W$  785.38 FT. THENCE SOUTHERLY ALONG THE ARC OF A REGULAR 1319.02 FOOT RADIUS CURVE TO THE LEFT 387.43 FT. THENCE S  $10^{\circ}06'E$  50.07 FT. TO THE NORTH LINE OF CAUSEY ESTATES NO. 1, THENCE S  $89^{\circ}45'W$  1862.60 FT. ALONG SAID NORTHLINE TO THE WEST QUARTER CORNER OF SAID SECTION 11, THENCE S  $0^{\circ}20'E$  2640.00 FT. ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

23-072-0001 – 0005; 23-073-0001 – 0012; 23-074-0001 – 0009; 23-075-0001 – 0005; 23-076-0001 – 0006; 23-076-0009 – 0014; 23-077-0001 – 0005; 23-078-0001 – 0010

Subdivision 3:

PART OF SECTION 11, THE S.W.  $\frac{1}{4}$  OF SECTION 12, THE N.W.  $\frac{1}{4}$  OF SECTION 13, AND THE N.E.  $\frac{1}{4}$  OF SECTION 14, T6N, R3E, SLB&M, U.S. SURVEY; BEGINNING AT THE N.E. CORNER OF CAUSEY ESTATES SUBDIVISION NO. 2, WEBER COUNTY, UTAH, SAID POINT BEING S  $89^{\circ}56'W$  3562.08 FT. ALONG THE SECTION LINE FROM THE N.E. CORNER OF SAID SECTION 11; RUNNING THENCE N  $89^{\circ}56'E$  1849.68 FT. ALONG THE NORTH LINE OF SAID SECTION 11, THENCE S  $33^{\circ}05'E$  3138.48 FT. TO THE WEST  $\frac{1}{4}$  CORNER OF SAID SECTION 12, THENCE S  $89^{\circ}58'E$  1319.70 FT. ALONG THE  $\frac{1}{4}$  SECTION LINE OF SAID SECTION 12, THENCE S  $0^{\circ}01'E$  5271.56 FT. TO THE  $\frac{1}{4}$  SECTION LINE OF SAID SECTION 13, THENCE N  $89^{\circ}58'W$  1319.70 FT. ALONG SAID  $\frac{1}{4}$  SECTION LINE TO THE WEST  $\frac{1}{4}$  CORNER OF SAID SECTION 13, THENCE N  $0^{\circ}01'W$  2252.91 ALONG THE EAST LINE OF SAID SECTION 14, THENCE N  $35^{\circ}00'W$  2235.78 FT., THENCE N  $57^{\circ}24'W$  2194.06 FT. TO THE N.E. CORNER OF CAUSEY ESTATES SUBDIVISION NO. 1, WEBER COUNTY, UTAH, THENCE S  $89^{\circ}45'W$  287.40 FT. ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF SAID CAUSEY ESTATES SUBDIVISION NO. 2, THENCE FIVE (5) COURSES ALONG SAID EAST LINE, N  $10^{\circ}06'W$  50.07 FT., NORTHWESTERLY ALONG THE ARC OF A 1319.02 FT. RADIUS CURVE TO THE RIGHT 387.43 FT. (LC BEARS N  $1^{\circ}41'08''W$  386.04 FT), N  $6^{\circ}43'45''E$  785.38 FT., NORTHWESTERLY ALONG THE ARC OF A 1297.83 FT. RADIUS CURVE TO THE LEFT 407.07 FT. (LC BEARS N  $2^{\circ}15'23''W$  405.40 FT.), AND N  $11^{\circ}14'30''W$  1,033.48 FT. TO THE POINT OF BEGINNING.

23-089-0001 – 0005; 23-090-0001 – 0007; 23-091-0001 – 0005; 23-092-0001 – 0004; 23-093-0001 – 0003; 23-093-0005; 23-094-0001 – 0005; 23-095-0001 – 0005; 23-096-0001 – 0003; 23-088-0001; 23-125-0001

(B) On or about November 20, 1973, a Plat Map depicting Causey Estates Subdivision No. 1 was recorded in the Weber Recorder's Office in Book 18, Pages 016-019 ("Plat" or "Map").

(C) On or about December 4, 1973, the Protective Covenants Causey Estates Subdivision No. 1, County of Weber, State of Utah was recorded in the Weber County Recorder's Office in Book 1041, Pgs. 110-130.

(D) On or about June 15, 1976, a Plat Map depicting Causey Estates Subdivision No. 2 was recorded in the Weber Recorder's Office in Book 19, Pages 062-064 ("Plat" or "Map").

(E) On or about June 15, 1976, the Protective Covenants Causey Estates Subdivision No. 2, County of Weber, State of Utah was recorded in the Weber County Recorder's Office in Book 1130, Pgs. 649 – 660.

(F) On or about May 11, 1982, a Plat Map depicting Causey Estates Subdivision No. 3 was recorded in the Weber Recorder's Office in Book 24, Pages 038-040 ("Plat" or "Map").

(G) On or about May 11, 1982, the Protective Covenants Causey Estates Subdivision No. 3, County of Weber, State of Utah was recorded in the Weber County Recorder's Office in Book 1402, Pg. 1176.

(H) On or about May 25, 2006, the Protective Covenants Causey Estates Inclusive of All Subdivisions Previously Known as Subdivision No. 1, Subdivision No. 2, and Subdivision No. 3, County of Weber, State of Utah, was recorded in the Weber County Recorder's Office as Entry No. 2182199.

(I) The Association and its Members, consistent with the Enabling Declaration and subsequent amendments thereto (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.

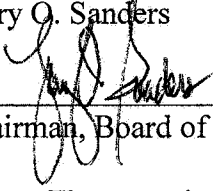
(J) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas 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 Map(s) depicting the Project are attached hereto as Exhibit A.

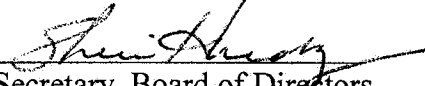
(K) The Association and its Members desires that the Board amend the Articles of

Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members herby authorize and approve filing the Amended & Restated Articles of Incorporation with the State of Utah, a copy of which is attached hereto as Exhibit B.

On or about April 16, 2014, pursuant to proper notice, a meeting was held wherein a majority of the total Members of the Association were present in person or by proxy constituting a quorum, and 2/3rds of those Members present in person or by proxy cast votes approving and consenting to the filing of these Amended & Restated Articles of Incorporation for Causey Estates Lot Owners Association.

Larry O. Sanders and Sheri Hardy, of the Board of Directors, hereby certify and swear that the above-described meeting took place and that the above-described votes were cast approving and consenting to the filing of these Amended & Restated Articles of Incorporation.

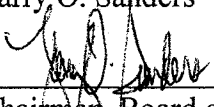
Larry O. Sanders  
  
\_\_\_\_\_  
Chairman, Board of Directors

Sheri Hardy  
  
\_\_\_\_\_  
Secretary, Board of Directors

(L) The Association and its Members desires that the Board amend the Bylaws, which were recorded on May 25, 2006 in Weber County Recorder's Office as Entry No. 2182199. The Association and its Members herby authorize and approve the recording of the Amended & Restated Bylaws, a copy of which is attached hereto as Exhibit C ("Bylaws"), which 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 attached hereto as Exhibit C. 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.

On or about April 16, 2014, pursuant to proper notice, a meeting was held wherein a majority of the total Members of the Association were present in person or by proxy constituting a quorum, and a majority of the total Members of the Association, in person or by proxy, cast votes approving and consenting to the recording of these Amended & Restated Bylaws.

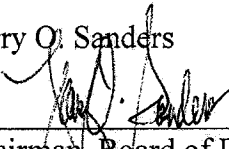
Larry O. Sanders and Sheri Hardy, of the Board of Directors, hereby certify and swear that the above-described meeting took place and that the above-described votes were cast approving and consenting to the recording of these Amended & Restated Bylaws.


Larry O. Sanders  
  
Chairman, Board of Directors

Sheri Hardy  
  
Secretary, Board of Directors

(M) On or about April 16, 2014, pursuant to proper notice, a meeting was held wherein a majority of the total Members of the Association were present in person or by proxy constituting a quorum, and a majority of the total Members of the Association, in person or by proxy, cast votes approving and consenting to the recording of this Declaration.

Larry O. Sanders and Sheri Hardy, of the Board of Directors, hereby certify and swear that the above-described meeting took place and that the above-described votes were cast approving and consenting to the recording of this Declaration.

Larry O. Sanders  
  
Chairman, Board of Directors

Sheri Hardy  
  
Secretary, Board of Directors

(N) 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.

(O) 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.

(P) 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) "Architectural Review Board" or "ARB" shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "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, reserve assessment, capital improvement assessment, fine, late fee or other charge.

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

(E) "Association" shall mean CAUSEY ESTATES LOT OWNERS ASSOCIATION, and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of CAUSEY ESTATES LOT OWNERS ASSOCIATION.

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

(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, including any private roadways, trails, gates, bridges, private utility/service or infrastructure related

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, utilities 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 Causey Estates 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, Dwellings, residences, garages, sheds, shelters, outhouses, other structures, 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. "Lot" shall also include any Improvement on the lot, if existing. Further, "Lot" shall specifically refer to the numbered lots in the original Plats for Subdivisions 1, 2 and 3, recorded respectively in: Book 18, Pages 016-019; Book 19, Pages 062-064; and Book 24, Pages 038-040. Owners shall be charged assessments and assigned voting rights separately for each Lot in the original Plats for Subdivisions 1, 2 and 3 regardless of whether any of these lots were later combined.

(P) "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.

(Q) "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.

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

(S) "Project" shall mean all phases of Causey Estates Subdivisions 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.

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

(U) "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; and

(c) The right of the 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, utility access/installation, and providing any other governmental or municipal service.

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 the 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 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, the Architectural Review Board 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;

(f) For the purpose of taking preventative measures for safety and fire prevention within the Project, including the construction of fire roads, upon the approval of a majority of Owners present in person or proxy, a quorum being present, at an annual or special meeting; and

(g) For the purpose of opening and closing roadways within the Project for maintenance, protection, weather and other related concerns.

### ARTICLE III COMMON AREAS

3.1 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 of way and utilities, as shown on the recorded Plat(s) or described herein.

3.2 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.

3.3 Common Area Trails. Subject to the restrictions of Weber County for such Common Areas and with the consent of and under the direction of the Association, reasonable portions of said Common Areas may be utilized for such common purposes as horse stables, corrals, bridle paths, hiking trails, water facilities, snowmobile trails, ski areas, and other similar type recreational facilities and activities, however, they may not be further developed for the use by all-terrain vehicles.

(a) This Article 3.3 may be modified, without requiring an amendment to this Declaration, upon the approval of a majority of the Owners, whether by vote or consent, to allow the Association to develop, expand and improve trails within the Project and Common Areas to include additional uses such as: hiking/running trails, biking trails, skiing/snowshoeing trails, all-terrain vehicle trails and other similar activities.

### 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 ceases 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 Persons 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 The Association shall have one class of voting membership, and each Owner shall be entitled to one 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) collect any rents directly from tenant for past due

assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) 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. 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 falls 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 special 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 and shall be approved by a majority of Owners present in person or proxy, a quorum being present. If a budget is not approved, the budget shall return to the last approved budget. 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 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.

6.8 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.

6.9 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, including any target shooting areas; (c) the use of allowed firearms and/or other weapons within the Project; (d) the collection and disposal of refuse; (e) the maintenance of animals in the Project; (f) the implementation of fire safety policies or rules, including the seasonal restriction of shooting consistent with Weber County policies, open fires, fireworks and other fire causing dangers; (g) collection policies and procedures; and (h) other matters concerning the use and enjoyment of the Property and the conduct and safety 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.

6.10 Availability of Documents. The Board may adopt a record retention or other document management policy in accordance with the requirements of the Utah Revised Non-Profit Corporation Act.

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.

7.2 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 12% 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 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.5 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.

7.6 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.

7.7 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 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 VIII**  
**USE LIMITATIONS & RESTRICTIONS**

8.1 Weber County Zoning & Building Ordinances & Regulations & Prior Constructed Improvements. Irrespective of the terms and conditions of the Governing Documents, Owners shall be responsible for complying with County zoning and building ordinances, regulations and other applicable building, fire and health codes for any Improvement. Improvements constructed prior to the recording of this Declaration shall be grandfathered as to the restrictions set forth in this Article VIII. Notwithstanding, existing Improvements shall be subject to all Owner maintenance obligations and the Association's right to enforce said obligations, as set forth herein.

8.2 Single Family. All the Lots within the Subdivision are herein designated as single family residential Lots, and may not be re-subdivided into smaller Lots. A single Dwelling residential Lot may have one single residential Dwelling, one storage shed, and one carport or one detached garage. Neither the Lot nor the building thereon may be used in any way for commercial purposes. Renting the Premises for the approved purpose will not be construed as being a commercial purpose.

8.3 Set-Back Requirements. Setback requirements must comply with Weber County requirements for all Improvements.

8.4 General Requirements. The following general requirements shall govern as to the construction and other activities conducted on any Lot within Causey Estates:

1. PERMANENT DWELLING
  - a. No permanent Dwelling having a total living area of less than 800 square feet of floor space, exclusive of open porches, attached garages if any, shall be erected, permitted or maintained on any of said Lots. A permanent Dwelling with less than the said specified square feet of floor living area may be allowed only upon written approval of the ARB.
  - b. Foundation. All permanent Dwellings shall be constructed on a permanent foundation or piers.
  - c. Framing. All Improvements shall be constructed of a wood frame, steel beam or other structure approved by the ARB. The exterior of the permanent Dwelling shall be limited to the following finishes: wood log; full brick veneer; masonry rock veneer; steel; wood, vinyl, aluminum or other artificial siding (must be a Weber County approved listed siding material). The ARB shall have the express power to limit the amount of outside exposed masonry



and/or metal on any permanent Dwelling or on any other structure intended to be constructed on any Lot. No shoddy workmanship or patch-work of any materials shall be allowed. If window or door shutters are used for the winter months, they should conform aesthetically with the rest of the structure.

- d. Roofs. The recommended roofing material for a permanent Dwelling and detached garage is a painted metal roof. A metal roof with an exposed galvanized finish shall *not* be acceptable. Asphalt shingles shall also be allowed. All other roofing materials must be approved by the ARB.
- e. Colors. All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. Plumbing. No permanent detached garage shall have plumbing of any kind except one service sink.

## 2. ATTACHED/DETACHED PERMANENT CARPORT OR GARAGE

- a. Size. No attached/detached permanent carport/garage shall have more than one story. The minimum and maximum square footage of attached/detached permanent carport/garage shall be in accordance with Weber County Ordinances.
- b. Foundation. Any attached/detached permanent carport/garage shall be constructed on a permanent foundation or slab.
- c. Framing. Any attached/detached permanent carport/garage shall be constructed of a wood frame, steel beam or other structure approved by the ARB. No shoddy workmanship or patch-work of any material shall be allowed.
- d. Roofs. The recommended roofing material for an attached/detached permanent carport/garage is a painted metal roof. A metal roof with an exposed galvanized finish shall *not* be acceptable. Asphalt shingles shall also be allowed. All other roofing materials must be approved by the ARB.
- e. Colors. All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. Plumbing. No attached/detached permanent carport/garage shall have plumbing of any kind.
- g. Enclosing a Permanent Attached Carport. If the other three sides of the attached permanent carport are closed in, then the structure must conform to the requirements of a permanent Dwelling.

## 3. PERMANENT SHED.

- a. Size. No permanent shed shall have more than one story. The minimum and maximum square footage of a permanent shed shall be in accordance with Weber County Ordinances.

- b. Foundation. Any permanent shed shall be constructed on a permanent foundation, slab or railroad tie skid. Any permanent shed must be securely fastened to the ground.
- c. Framing. Any attached/detached permanent carport/garage shall be constructed of a wood frame, steel beam or other structure approved by the ARB. No shoddy workmanship or patch-work of any material shall be allowed
- d. Roofs. The recommended roofing material for an attached permanent shed is a painted metal roof. A metal roof with an exposed galvanized finish shall **not** be acceptable. Asphalt shingles shall also be allowed. All other roofing materials must be approved by the ARB.
- e. Colors. All exterior colors shall be earth tone colors or colors which are aesthetically pleasing to the surrounding environment.
- f. Plumbing. No permanent shed shall have plumbing of any kind.

4. OUT HOUSES.

- a. No privy shall be erected, maintained or used upon any part of said real property. A temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used therein, shall be enclosed and located within a building therein permitted to be erected on said Lots and shall be properly connected with an underground septic tank, in accordance with the standards required by the Utah State Department of Environmental Quality and Weber-Morgan Health Department, and so constructed and operated that no offensive odor shall arise or otherwise escape therefrom, and that none of the effluent from septic tanks shall be permitted to be discharged beyond the limits of the Lot on which it is installed.

5. CULINARY WATER USE. Each Lot in the subdivision, unless otherwise approved by the Utah State Department of Environmental Quality and Weber Morgan Health Department, shall not have installed more than two outside hose bibs.

- a. Each Lot Owner will be responsible to control the outside and inside use of water on his or her Lot. Any Lot found abusing or over-using water, determined by the Water Committee, will have a water restriction valve of one gallon per minute installed in their main water supply line to their Lot. Cost of installation and removal will be paid by Lot Owner.
- b. Any excavation in the Subdivision roadway is to be authorized by Water or Road Committee Chairman.
- c. All Lots with a potential of water pressure of over sixty pounds or greater must install a pressure regulator valve in their main supply line.
- d. Lot Owners will be responsible to insure that their Lot has an operational

shut-off valve (3/4" stop-and-waste) installed in their main supply line within fifteen feet of the road in front portion of their Lot.

- e. Water Committee will have the right to establish and post water use restrictions for Lot Owners.
- f. Exterior irrigation in any form (*i.e.* sprinkler, hose, drip system, etc.) of landscaping, grass, plants, vegetation or other outdoor features is strictly prohibited and subject to fine by the Association.

6. TEMPORARY STRUCTURES.

- a. Temporary structures shall mean the following: RV Trailers, RV motor homes, tents, or temporary sheds. No mobile homes of any kind shall be allowed.
- b. No permanent footings or foundations of any kind shall be allowed.
- c. No covers shall be allowed over any temporary structure. No fixed permanent additions or extensions of RV trailer, RV motor home, tent or temporary shed shall be allowed (added rooms, lean-to, roofs, etc.).
- d. All temporary structures shall be removed from all Subdivision Lots, with the exception of temporary sheds, before winter weather makes their removal impossible without damaging the Project (including its roadways), and shall not be returned to any Lot before the roads to that Lot Owner's property have dried out sufficiently to prevent damage to roads. If the temporary structures have not been removed by this time, then Causey Estates Lot Owners Association may remove the unit at the Owner's expense. Owners of temporary structure not removed during winter shall be fined an amount as determined by ARB, unless waived by said committee due to sudden severe weather conditions.
- e. The number and length of time for RV trailers or RV motor homes to be present on a given Lot shall be governed by Weber County Ordinance.
- f. All black water waste shall be removed by use of a porta-potty, portable waste tote. All waste shall be kept in a suitable holding tank until it can be removed and disposed of properly by the Lot Owner.
- g. Tents shall not remain erected on any Lot for longer than 72 hours without the approval of the ARB. Tents left erected longer than this time period may be removed and placed in storage, and the Lot Owner may be fined. This is to restrict tents which are erected at the first of summer, then are not used or maintained and where they might be blown down and become torn, tattered and unsightly.
- h. Temporary sheds may be erected, for the purpose of storing tools and materials, during the construction phase of a new permanent Dwelling. After completion of the permanent Dwelling, the temporary shed must either be

removed or modified to meet the standard of permanent shed (see C(3)).

8.5 Time for Completion of Structures. Once construction of improvements has been started on any Lot, the improvements must be substantially completed, i.e. all exterior work completed, in accordance with plans and specifications as approved, within two years from commencement unless approved by the ARB.

8.6 Animals. Animals generally kept in households, such as dogs, cats, birds, fish and hamsters are allowed within the Project. In addition, horses, mules, donkeys, llamas and other pack animals (collectively "Pack Animals") are allowed within the Project. Pack Animals, not exceeding four in number, may be temporarily kept on a residential Lot. If common facilities for the keeping of Pack Animals, within or adjacent to the Common Areas, be at any time developed by the Association, the keeping, stabling, corralling or pasturing of same upon a residential Lot may thereafter be curtailed pursuant to notice by the ARB to the Owners.

(a) All animals are subject to the Rules adopted by the Board of Directors. Notwithstanding the foregoing, no animal may be kept within the Project that: (1) is raised, bred, kept or maintained for any commercial purposes; (2) causes a nuisance; or (3) in the good faith judgment of the Board results in the threat of injury or is unreasonably dangerous to the other Owners.

8.7 Signboards. All billboards or any advertising structures of any kind are prohibited, except "For Sale" signs, without the written permission of the ARB.

8.8 Junk Vehicles. No stripped-down, partially wrecked, or junk motor vehicles of any kind, or sizable parts thereof, shall be permitted to be parked or maintained on any street, common area or Lot within the subdivision. (This includes snowmobiles, motorcycles, 4-wheelers, machinery, etc. that are inoperable). Failure to comply will mean that after a written notice has been issued to the negligent Lot Owner, the Causey Estates Lot Owners Association may elect to remove and dispose of the items at the Lot Owner's expense.

8.9 Fuel Tank Storage. Every tank used for the storage of fuel, except for propane tanks, installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the ARB. A permit must first be obtained from the ARB and from the required government agencies. Any such tank shall meet with all the rules, regulation and requirements dictated by the State of Utah or Weber County.

8.10 Garbage & Refuse Storage. No Lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be installed either underground, screened or placed and kept so as to not be

visible from any street or adjacent Lot.

8.11 Maintaining Natural Drainage. No construction, diversion, or confining of the existing channels, through which surface water in time of storms naturally flows upon and across any Lot, shall be made by any Lot Owner in such a manner as to cause damage to other properties.

8.12 Offensive Activity. No obnoxious or offensive activities shall be carried on upon any Lot herein-before described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of other Lots within the Subdivision.

8.13 Removal of Soil & Shrubbery. No soil, rocks, trees or other shrubbery shall be removed from or placed upon any common area without first obtaining the written consent of the ARB.

8.14 Changes in Ground Level. No change in ground level may be made on any Lot in excess of one foot from existing grades without the written approval of the ARB obtained prior to the commencement of work. A copy of the property report must be included with any such request. Any pre-reserved restrictions noted in the property report must be adhered to.

8.15 Fences. No fence shall be erected or maintained upon any Lot without the written approval of the ARB first given. Applications for such approval shall specify the type of fence to be constructed, the materials to be used, the location of the fence on the Lot and such other information as the committee may require. No fence shall be approved unless constructed substantially of natural wood and unless constructed in such a way and in such a location on the Lot so as to minimize any detrimental effect, which it may have on the natural mountainous setting of the subdivision.

8.16 Gates. No new gate shall be erected or maintained upon any Lot without the written approval of the ARB being first given. Applications for such approval shall specify the type of gate to be constructed, the materials to be used, the location of the gate on the Lot and such other information as the committee may require. All gates shall be constructed and maintained in such a way and in such a location on the Lot so as to minimize any detrimental effect which it may have on the natural mountainous setting of Causey Estates. All gates shall be aesthetically pleasing to the surrounding environment and must continue to be maintained as such. All locks on all gates must have exposed padlocks, which can be removed by bolt cutters in case of fire.

8.17 Roads Culverts. Each Lot Owner will be responsible to install and maintain culvert(s) at the curbside entrance to their Lot in accordance with Weber County or requirements from the ARB.

8.18 Firearms. No firearms will be discharged from, upon or across any road within the

Project or within 600 feet of any Dwelling, Improvement, or any structure in which a domestic animal is kept or fed. Notwithstanding, this provision is not intended to eliminate or govern the safe, reasonable use of bb and pellet guns or archery within an Owner's Lot.

(a) The Board may adopt Rules to: limit; define; provide specific locations or shooting areas designated by the Board; limit the type of firearm or other weapon; and otherwise govern shooting within the Project.

8.19 Hunting. No hunting of any kind shall be allowed within the boundaries of the Project.

8.20 Combination of Lots. Subject to necessary approval(s) from Weber County, no Lot may be combined with another Lot without the consent of the Architectural Review Board. Notwithstanding, the approved combination of Lots does not alter an Owner's obligation to be charged assessments and assigned voting rights separately for each Lot shown on the original Plats for Subdivisions 1, 2 and 3, recorded respectively in: Book 18, Pages 016-019; Book 19, Pages 062-064; and Book 24, Pages 038-040.

## ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS

9.1 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.

9.2 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.

9.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and

Improvements in substantially the same condition and appearance as that approved by the ARB. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARB.

9.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARB, provided however that alterations or deviations from the original approved plans will require review. 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 re-construction begins. Such temporary measures may be taken without the consent or approval of the ARB, 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, weather permitting, 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.

## ARTICLE X ARCHITECTURAL REVIEW BOARD

10.1 Architectural Review Board ("ARB"). An Architectural Review Board may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ARB is appointed, the Board will assume the duties and responsibilities of the ARB.

10.2 Approval by Board or ARB Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ARB. Approval of the Committee will be sought in the following manner:

- (a) Plans Submitted. A written description or rendering of the proposed remodeling or construction must be submitted. The Plans shall include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s), if applicable, performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).
- (b) Review. Within 30 days from receipt of the submitted plans, the ARB will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board

or ARB may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ARB fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding, the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

10.3 Variances. The ARB cannot grant any variance that has the effect of modifying applicable Weber County zoning or building codes and regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

10.4 Board and ARB Not Liable. The Board, ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARB as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ARB has acted improperly.

10.5 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

**ARTICLE XI**  
**INSURANCE**

11.1 Insurance Requirement. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER'S LOT AND DWELLING.

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.



- (1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- (2) 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.
- (b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.
- (d) Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.
- (e) 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 Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

11.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall provide coverage for defamation.

11.5 Insurance Coverage for Theft and Embezzlement of Association Funds. If reasonably available, the Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for an amount of not less than the sum of three months regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and provide coverage for theft or embezzlement of funds.

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

11.7 Owner Act Cannot Void Coverage Under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

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

11.9 Repair & Reconstruction. 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 XII**  
**MISCELLANEOUS PROVISIONS**

12.1 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.

12.2 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.

12.3 Limited Liability. Neither the Board, the Architectural Review Board, 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

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

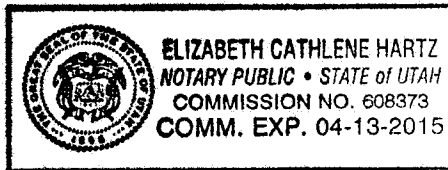
12.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions.

Causey Estates Lot Owners Association

By: Larry O. Sanders  
Its: Board Member

STATE OF UTAH )  
 : ss  
COUNTY OF WEBER )

On this 21st day of APRIL, 2014, personally appeared before me Larry O. Sanders, who being by me duly sworn, did say that he is the Chairman of Causey Estates Lot Owners Association, 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.



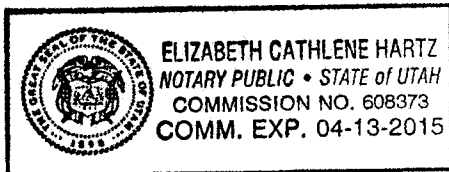
[Signature]  
Notary Public  
Residing at: WEBER COUNTY  
My Commission  
Expires: 4-13-15

Causey Estates Lot Owners Association

By: Sheri Hardy  
Its: Secretary

STATE OF UTAH )  
 : ss  
COUNTY OF WEBER )

On this 21st day of APRIL, 2014, personally appeared before me Sheri Hardy, who being by me duly sworn, did say that she the Secretary of Causey Estates Lot Owners Association, 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.



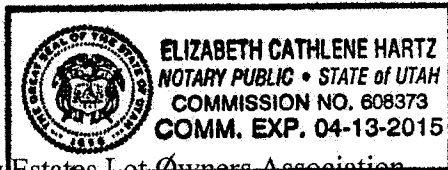
[Signature]  
Notary Public  
Residing at: WEBER COUNTY  
My Commission  
Expires: 4-13-15

Causey Estates Lot Owners Association

[Signature]  
By: Mark Henderson  
Its: Board Member

STATE OF UTAH )  
 ) : SS  
COUNTY OF Weber )

On this 21st day of APRIL, 2014, personally appeared before me Mark Henderson, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at: Weber County  
My Commission

Causey Estates Lot Owners Association

[Signature]  
By: Russell Kuck  
Its: Board Member

STATE OF UTAH )  
 ) : SS  
COUNTY OF Weber )

On this 21st day of APRIL, 2014, personally appeared before me Russell Kuck, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at: Weber County  
My Commission  
Expires: 4-13-15

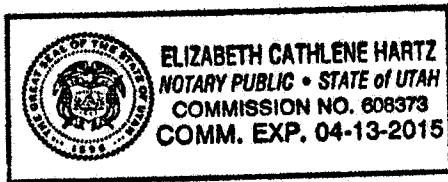
Causey Estates Lot Owners Association

By: Scott Wood  
Its: Board Member

STATE OF UTAH )  
 : SS  
COUNTY OF Weber )

On this 21st day of April, 2014, personally appeared before me Scott Wood, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at: Weber County  
My Commission  
Expires: 4-13-15







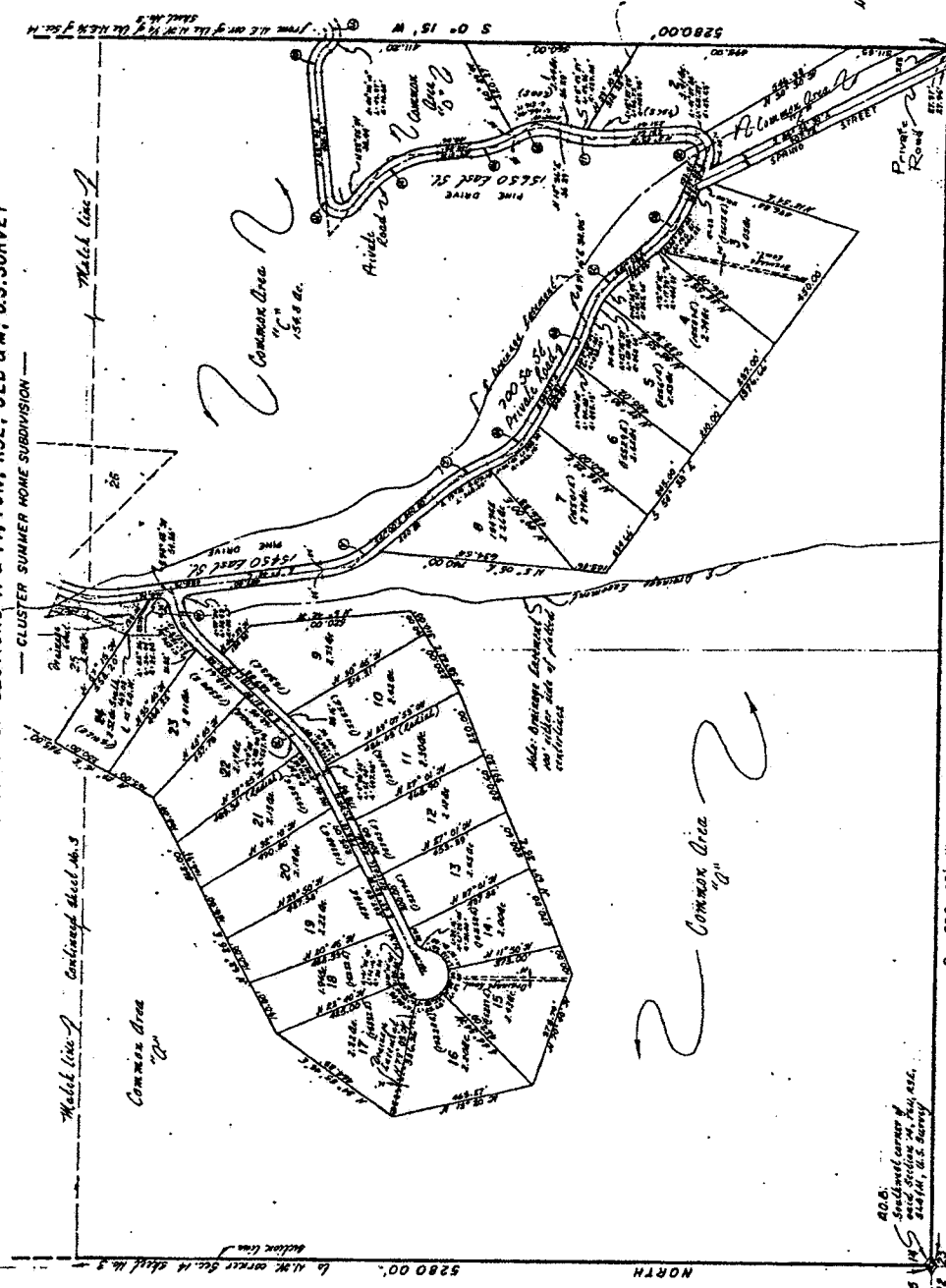
# CAUSEY ESTATES SUBDIVISION NO. 1

A PART OF SECTIONS 11 & 14, T6N, R3E, S18 & M, U.S. SURVEY

CLUSTER SUMMER HOME SUBDIVISION

Resubdivide Causey Estate (cont. from 26.65)

|    |                 |                 |
|----|-----------------|-----------------|
| 17 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 18 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 19 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 20 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 21 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 22 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 23 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 24 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 25 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 26 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 27 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 28 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 29 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 30 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 31 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 32 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 33 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 34 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 35 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 36 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 37 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 38 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 39 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 40 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 41 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 42 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 43 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 44 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 45 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 46 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 47 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 48 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 49 | 17.17' 1.700.00 | 17.17' 1.700.00 |
| 50 | 17.17' 1.700.00 | 17.17' 1.700.00 |



AS BOUND BY:  
 SOUTHWEST CORNER OF  
 SECTION 11, T6N, R3E, S18 & M,  
 U.S. SURVEY

DEAN BATH ENGINEERING & SURVEYING INC.  
 LAND SURVEYORS  
 QUINCY, ILL.

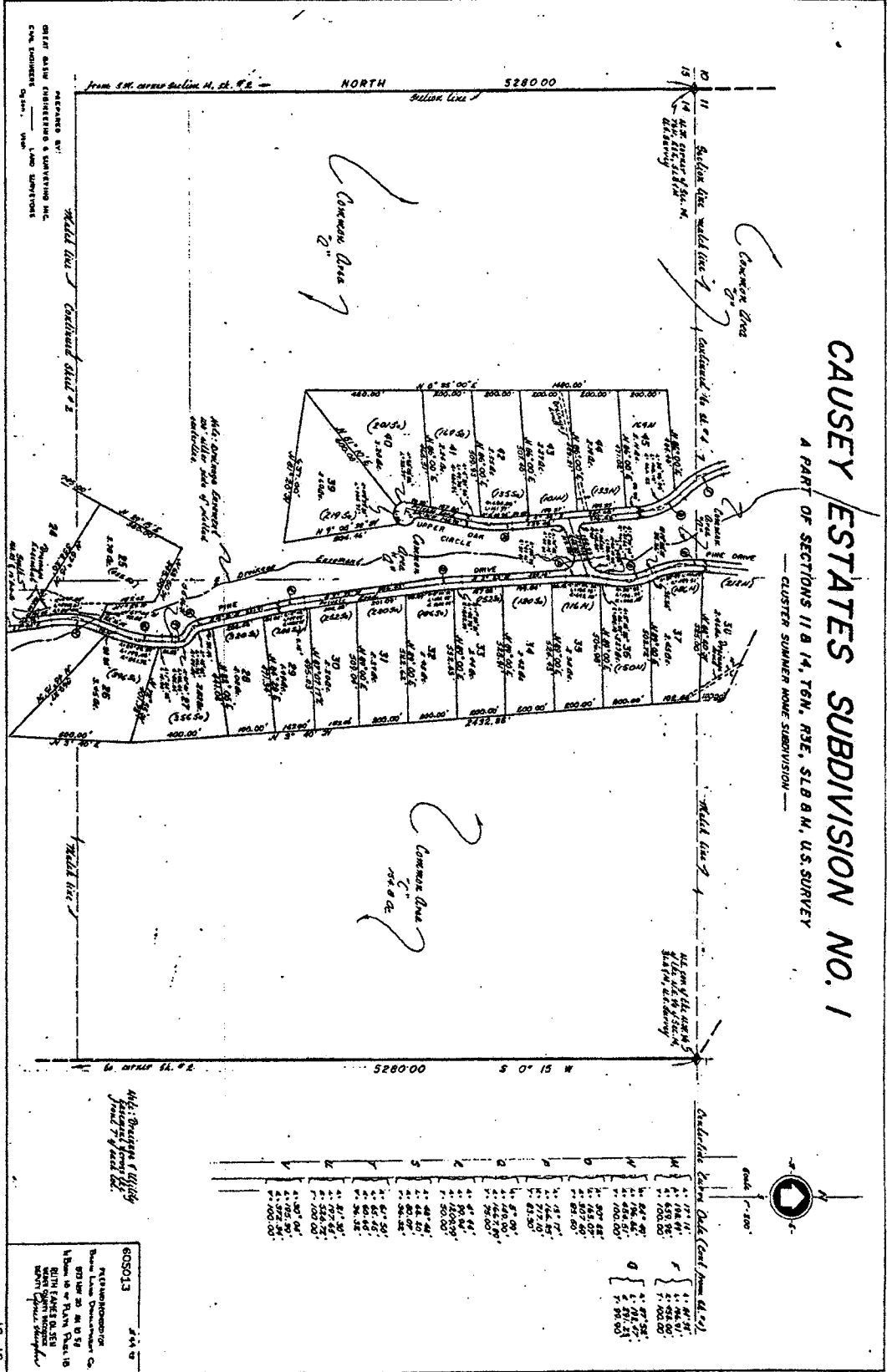
Note: Dimensions of Utility easements are shown on sheet 26.65

605013 444  
 FILED AND RECORDED BY  
 Deane Bath Engineering & Surveying Inc.  
 301 307 St. N. 10 58  
 N. 10th St. & 10th St.  
 QUINCY, ILL. 62450

21-81

# CAUSEY ESTATES SUBDIVISION NO. 1

A PART OF SECTIONS 11 & 14, T6N, R3E, S18&M, U.S. SURVEY  
 CLUSTER SUMMER HOME SUBDIVISION



SHEET NO. 3 OF 4 18-18

805013 244 0  
 PLS (S) AND (R) RECORD  
 Show-Land Development Co.  
 300 W. 20th St. N. O. 54  
 NORTH FARM ROAD  
 MOUNTAIN VIEW, MISSOURI  
 JOHN CAUSEY, Surveyor

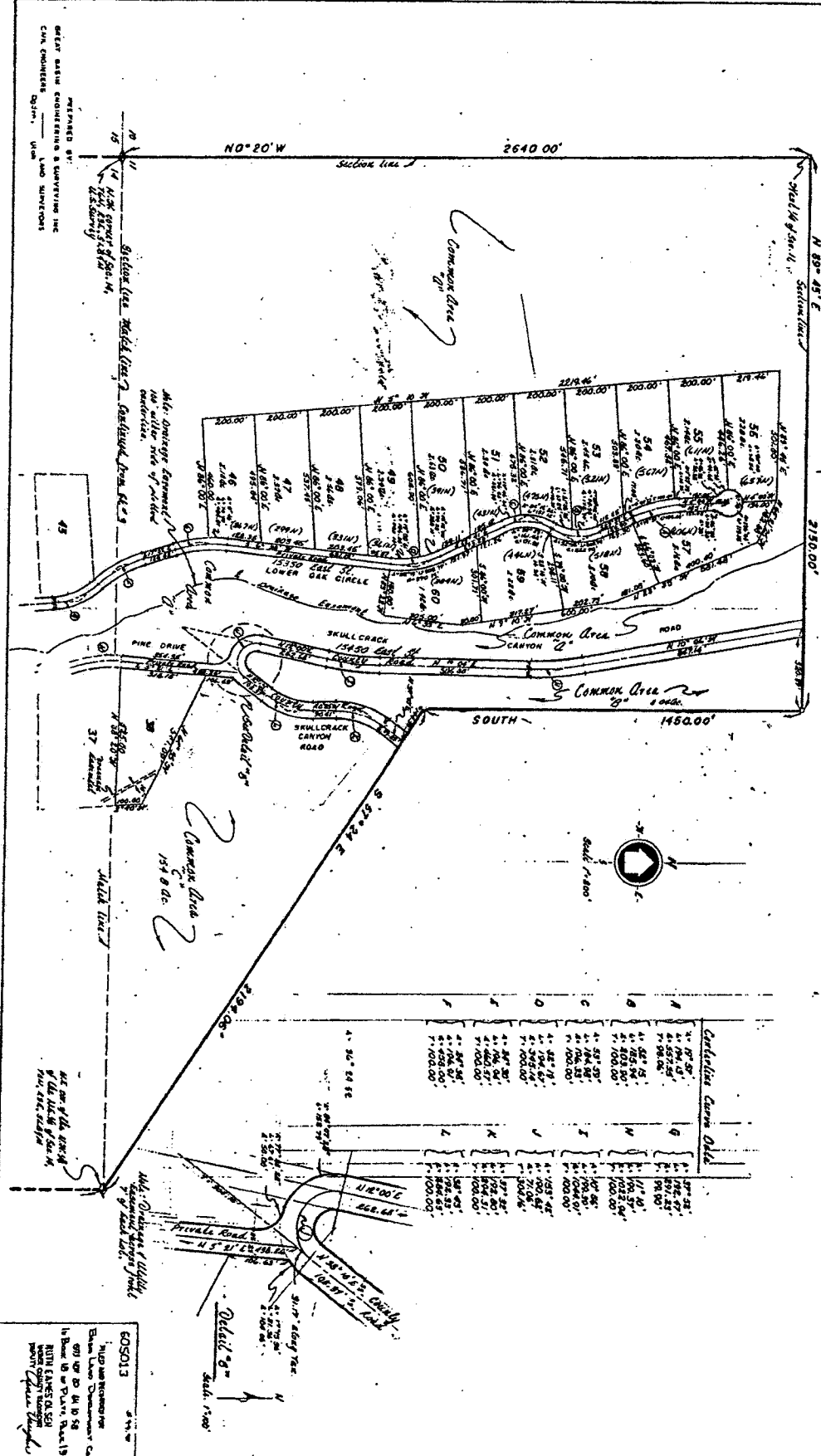
All Dimensions & Utility  
 shown on this plan are  
 based on field data.

| Lot | Area (Ac.) | Area (Sq. Ft.) |
|-----|------------|----------------|
| 1   | 1.77       | 76,491         |
| 2   | 1.78       | 77,491         |
| 3   | 1.79       | 78,491         |
| 4   | 1.80       | 79,491         |
| 5   | 1.81       | 80,491         |
| 6   | 1.82       | 81,491         |
| 7   | 1.83       | 82,491         |
| 8   | 1.84       | 83,491         |
| 9   | 1.85       | 84,491         |
| 10  | 1.86       | 85,491         |
| 11  | 1.87       | 86,491         |
| 12  | 1.88       | 87,491         |
| 13  | 1.89       | 88,491         |
| 14  | 1.90       | 89,491         |
| 15  | 1.91       | 90,491         |
| 16  | 1.92       | 91,491         |
| 17  | 1.93       | 92,491         |
| 18  | 1.94       | 93,491         |
| 19  | 1.95       | 94,491         |
| 20  | 1.96       | 95,491         |
| 21  | 1.97       | 96,491         |
| 22  | 1.98       | 97,491         |
| 23  | 1.99       | 98,491         |
| 24  | 2.00       | 99,491         |
| 25  | 2.01       | 100,491        |
| 26  | 2.02       | 101,491        |
| 27  | 2.03       | 102,491        |
| 28  | 2.04       | 103,491        |
| 29  | 2.05       | 104,491        |
| 30  | 2.06       | 105,491        |
| 31  | 2.07       | 106,491        |
| 32  | 2.08       | 107,491        |
| 33  | 2.09       | 108,491        |
| 34  | 2.10       | 109,491        |
| 35  | 2.11       | 110,491        |
| 36  | 2.12       | 111,491        |
| 37  | 2.13       | 112,491        |
| 38  | 2.14       | 113,491        |
| 39  | 2.15       | 114,491        |
| 40  | 2.16       | 115,491        |

81-81

# CAUSEY ESTATES SUBDIVISION NO. 1

A PART OF SECTIONS 11 & 14, T6N, R3E, S18&M, U.S. SURVEY  
— CLUSTER SUMMER HOME SUBDIVISION —



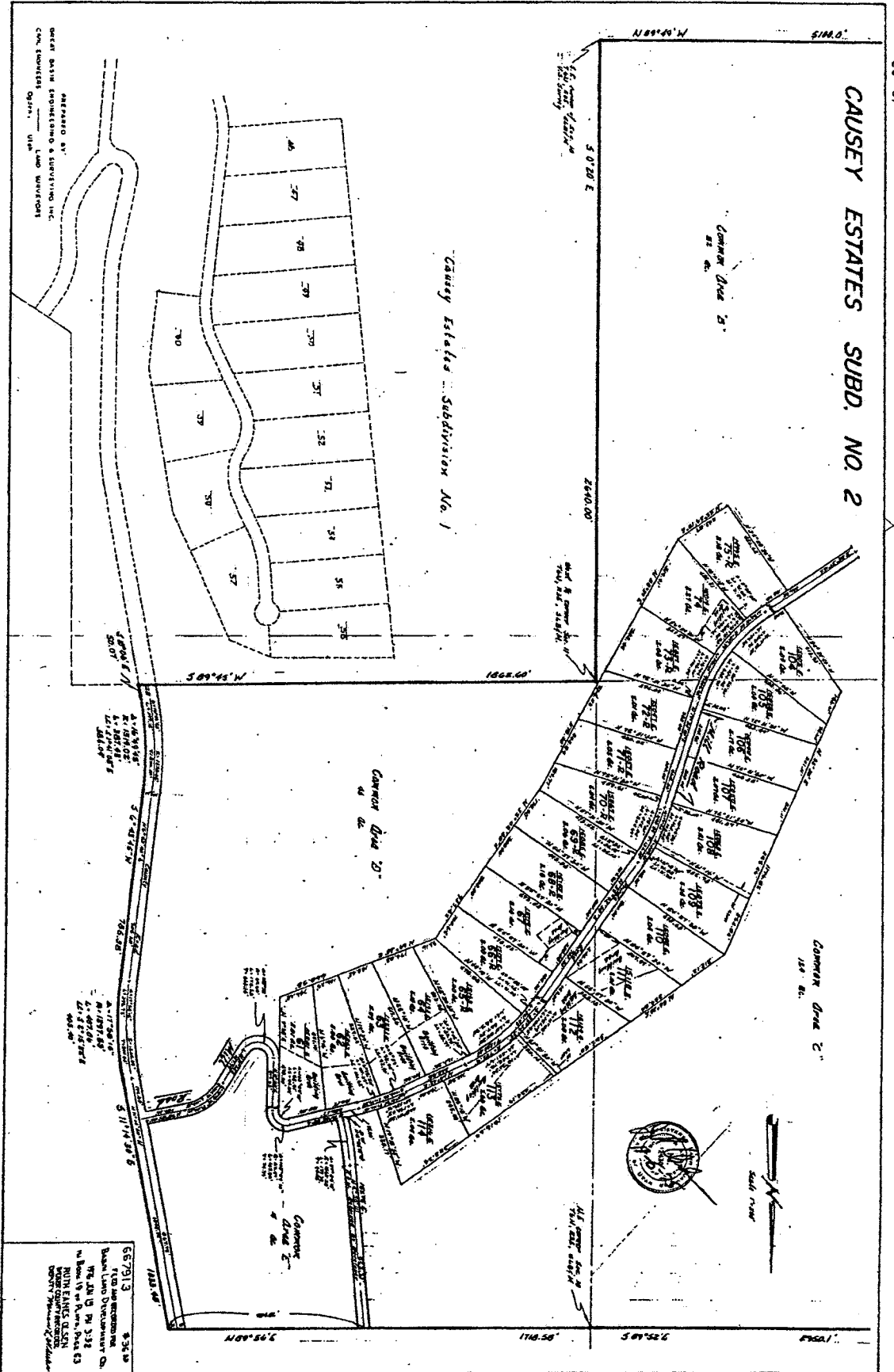
SHEET NO. 4 OF 18-19

BOSQ13  
 4744  
 LUD AND BROTHERS INC.  
 401 W 10th St  
 Boise, ID 83702  
 RITDI ENGINEERS  
 1000 County Road  
 Pocatello, Idaho



69-61

# CAUSEY ESTATES SUBD. NO. 2

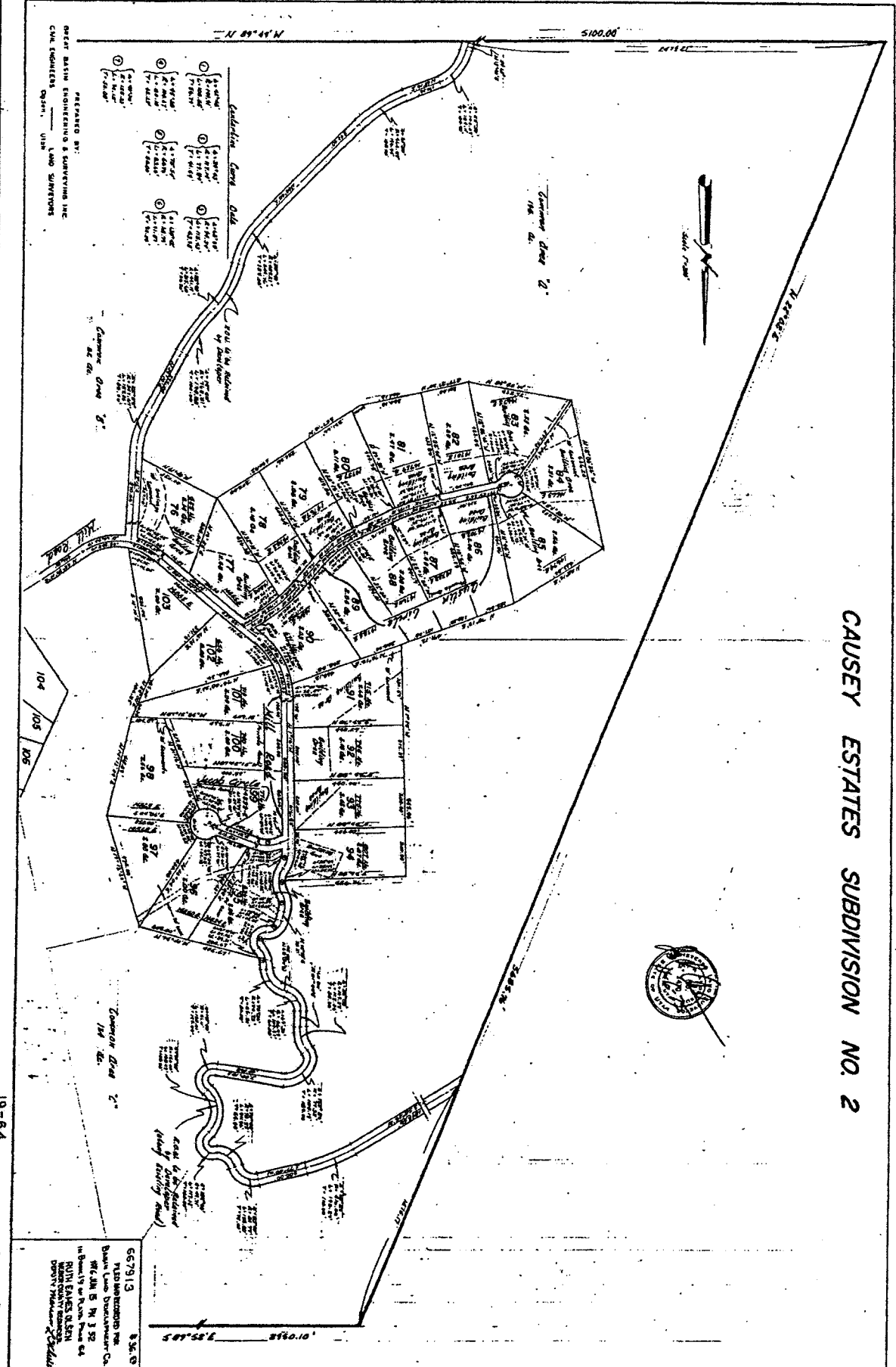


PREPARED BY:  
 GREAT BAY ENGINEERING & SURVEYING INC.  
 ONE THORNTON SQUARE, WILMINGTON, DE 19801

19-63 SHEET NO. 2 OF 3

667913 \$36.00  
 CAUSEY ESTATES SUBDIVISION NO. 2  
 MAP NO. 19-63 OF 3 SHEETS  
 WILMINGTON, DE 19801  
 COUNTY RECORDS DEPARTMENT  
 COUNTY RECORDS DIVISION

CAUSEY ESTATES SUBDIVISION NO. 2



PREPARED BY:  
 GREAT BASIN ENGINEERING & SURVEYING, INC.  
 CIVIL ENGINEERS  
 DESIGN: URS

Common Drive 2"  
 100' W. 66'

657913 3/30/07  
 Surveyed Under Division No. 2  
 187' 10" E. 10' 32"  
 10' 32" S. 10' 32"  
 10' 32" E. 10' 32"  
 10' 32" S. 10' 32"  
 10' 32" E. 10' 32"  
 10' 32" S. 10' 32"

WEBER COUNTY APPROVAL

This is a copy of the plat and adoption of this plat as approved and accepted by the commissioners of Weber County, Utah, this 11th day of May, 1982.

Approved by the Weber County Planning Commission on the 11th day of May, 1982.

WEBER COUNTY ENGINEER  
Approved by the Weber County Planning Commission on the 11th day of May, 1982.

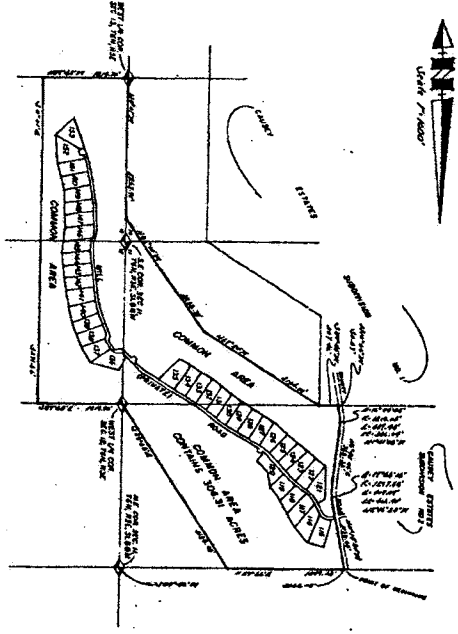
WEBER COUNTY ATTORNEY  
Approved by the Weber County Planning Commission on the 11th day of May, 1982.

BOUNDARY DESCRIPTION  
A part of Section 12, the S.W. 1/4 of Section 12, the N.W. 1/4 of Section 13, and a part of Section 14, the S.W. 1/4 of Section 14, T6N, R3E, S1B 8M, U.S. Survey.

OWNER'S DEDICATION  
I, the undersigned, do hereby dedicate to the public use of the State of Utah, the right and easement of ingress and egress, and the right of way, over the lands hereinafter described, for the purpose of the construction and maintenance of a public road, to-wit: the road hereinafter described.

PREPARED BY  
GREGORY BROWN ENGINEERING, INC.  
CIVIL ENGINEERS  
SALT LAKE CITY, UTAH

CAUSEY ESTATES SUBDIVISION NO. 3  
A PART OF SEC. 12, THE S.W. 1/4 OF SEC. 12, THE N.W. 1/4 OF SEC. 13, AND A PART OF THE N.E. 1/4 OF SEC. 14, T6N, R3E, S1B 8M, U.S. SURVEY  
WEBER COUNTY, UTAH - APRIL 1982  
A CLUSTER SUMMER HOME SUBDIVISION

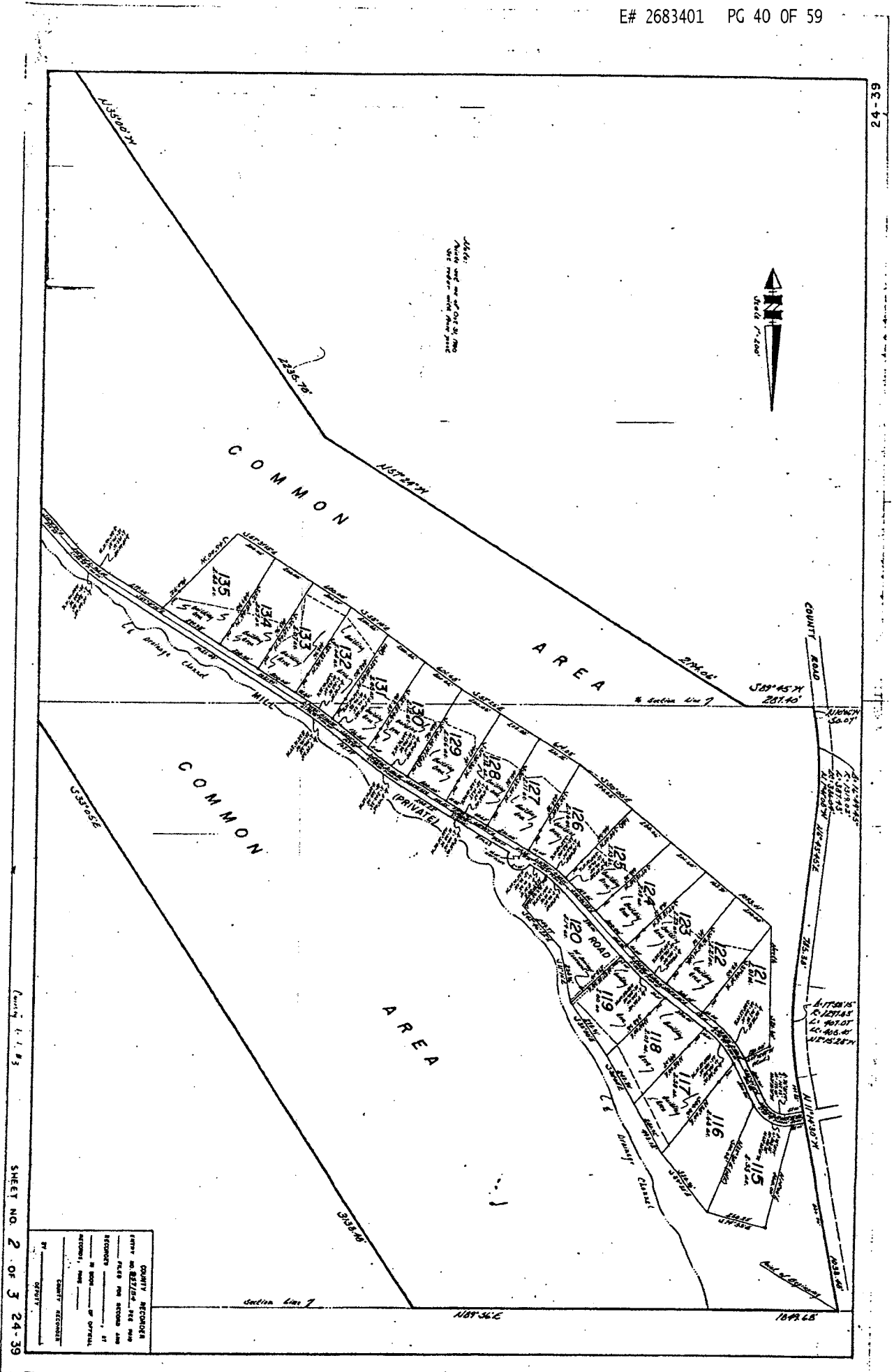


NOTE: The owner, intending also to give to the public, the right of easement and ingress and egress, and the right of way, over the lands hereinafter described, for the purpose of the construction and maintenance of a public road, to-wit: the road hereinafter described.

SUBDIVISION CERTIFICATE  
I, the undersigned, do hereby certify that the above described subdivision is in accordance with the provisions of the subdivision laws of the State of Utah, and that the same has been approved and accepted by the commissioners of Weber County, Utah, this 11th day of May, 1982.

OWNERS DEDICATION  
I, the undersigned, do hereby dedicate to the public use of the State of Utah, the right and easement of ingress and egress, and the right of way, over the lands hereinafter described, for the purpose of the construction and maintenance of a public road, to-wit: the road hereinafter described.

ACKNOWLEDGEMENT  
I, the undersigned, do hereby acknowledge the foregoing dedication and certify that the same has been approved and accepted by the commissioners of Weber County, Utah, this 11th day of May, 1982.

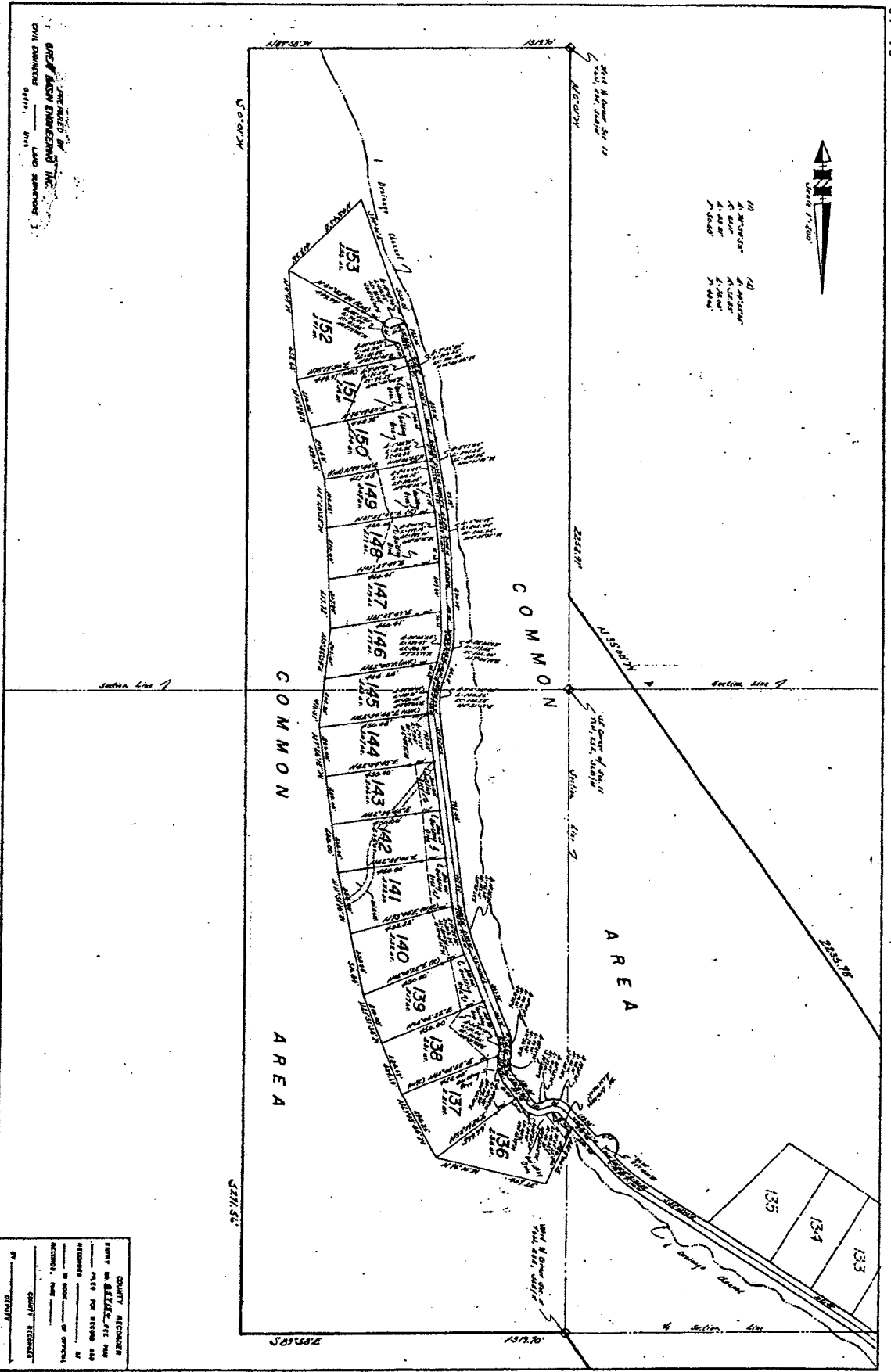


Notes:  
 1. All lots are shown as of 1/1/1980.  
 2. All lots are shown as of 1/1/1980.  
 3. All lots are shown as of 1/1/1980.

| COUNTY RECORDER |            |
|-----------------|------------|
| INDEXED         | FILED      |
| RECORDED        | INDEXED    |
| IN BOOK         | AT         |
| BY _____        | DATE _____ |
| COUNTY RECORDER |            |

County to 1-1-83  
 SHEET NO. 2 OF 3 24-39





GRU... ENGINEERING, INC.  
CIVIL ENGINEER

Survey No. 3

SHEET NO. 3 OF 3 24-40

| COUNTY RECORDER |      |
|-----------------|------|
| ENTRY NO.       | DATE |
| FILE NO.        | BOOK |
| INDEXED         | BY   |
| RECORDED        | DATE |
| COUNTY RECORDER | BY   |

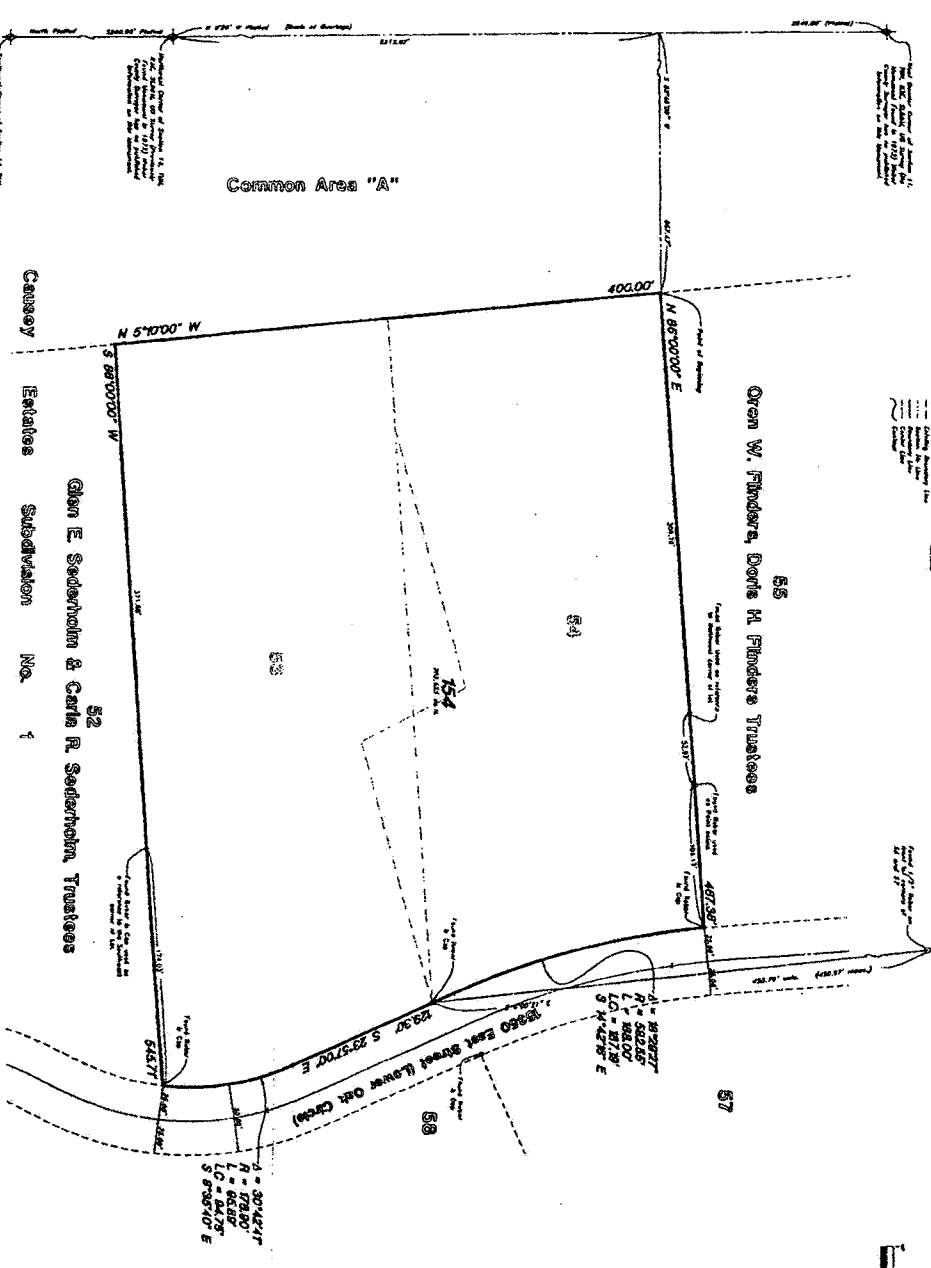
13-1L

# Causey Estates Subdivision No. 1 - 1st Amendment

Containing Lots 53 and 54  
A Part of the Southwest Quarter of Section 17, T8N, R2E, S18M, U.S. Survey  
Weber County, Utah  
April 30, 2009

**WARNING:** This map was prepared by these books for the purpose of recording and is not intended to be used for any other purpose. The boundaries shown on this map are based on the best available information and are not guaranteed. The boundaries shown on this map are not to be used for any other purpose. The boundaries shown on this map are not to be used for any other purpose.

- Legend**
- 0 Lot
  - 1 Causey Estate
  - 2 Subdivision
  - 3 Section
  - 4 Township
  - 5 Range
  - 6 Meridian
  - 7 Boundary
  - 8 Easement
  - 9 Easement
  - 10 Easement
  - 11 Easement
  - 12 Easement
  - 13 Easement
  - 14 Easement
  - 15 Easement
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  - 94 Easement
  - 95 Easement
  - 96 Easement
  - 97 Easement
  - 98 Easement
  - 99 Easement
  - 100 Easement



**NOTE:** This map was prepared by these books for the purpose of recording and is not intended to be used for any other purpose. The boundaries shown on this map are based on the best available information and are not guaranteed. The boundaries shown on this map are not to be used for any other purpose. The boundaries shown on this map are not to be used for any other purpose.

**WEBER COUNTY COMMISSION ACCEPTANCE**  
This is to certify that the subdivision map...  
Weber County Engineer  
April 30, 2009

**WEBER COUNTY ENGINEER**  
This is to certify that the subdivision map...  
Weber County Engineer  
April 30, 2009

**WEBER COUNTY SURVEYOR**  
This is to certify that the subdivision map...  
Weber County Surveyor  
April 30, 2009

**WEBER COUNTY ATTORNEY**  
This is to certify that the subdivision map...  
Weber County Attorney  
April 30, 2009

**WEBER COUNTY RECORDS**  
This is to certify that the subdivision map...  
Weber County Records  
April 30, 2009

**PLANNING COMMISSION APPROVAL**  
This is to certify that the subdivision map...  
Weber County Planning Commission  
April 30, 2009

**OWNER'S DECLARATION**  
I, the undersigned owner of the land described in the...  
Signature: [Signature]  
Date: April 30, 2009

**ACKNOWLEDGMENT**  
I, the undersigned...  
Signature: [Signature]  
Date: April 30, 2009

**BOUNDARY DESCRIPTION**  
The boundary description...  
Signature: [Signature]  
Date: April 30, 2009

**WEBER COUNTY RECORDS**  
This is to certify that the subdivision map...  
Weber County Records  
April 30, 2009

**AMENDED & RESTATED ARTICLES OF INCORPORATION OF  
CAUSEY ESTATES LOT OWNERS ASSOCIATION**

---

We, the undersigned natural persons over the age of eighteen years, acting as the authorized Board of Directors of a Causey Estates Lot Owners Association, non-profit Utah corporation, pursuant to the Utah Revised Nonprofit Corporation and Community Association Acts hereby adopt the following Amended & Restated Articles of Incorporation ("Articles") for Causey Estates Lot Owners Association ("Association").

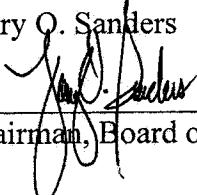
**RECITALS:**

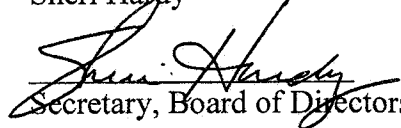
(A) On or about March 2, 1973, the Articles of Incorporation of Causey Estates Lot Owners Association ("Articles") were filed with the Utah Secretary of State.

(B) On or about October 21, 1998, the Amendment to the Articles of Incorporation ("Amendment") was filed with the Utah Secretary of State.

(C) On or about April 16, 2014, pursuant to proper notice, a meeting was held wherein a majority of the total Members of the Association were present in person or by proxy constituting a quorum, and 2/3rds of those Members present in person or by proxy cast votes approving and consenting to the filing of these Amended & Restated Articles of Incorporation for Causey Estates Lot Owners Association.

Larry O. Sanders and Sheri Hardy, of the Board of Directors, hereby certify and swear that the above-described meeting took place and that the above-described votes were cast approving and consenting to the filing of these Amended & Restated Articles of Incorporation.

Larry O. Sanders  
  
\_\_\_\_\_  
Chairman, Board of Directors

Sheri Hardy  
  
\_\_\_\_\_  
Secretary, Board of Directors

**ARTICLE I - NAME**

1.1 The name of the nonprofit corporation remains Causey Estates Lot Owners Association (hereinafter "the Association").

**ARTICLE II - DURATION**

2.1 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

**ARTICLE III - POWERS AND PURPOSES**

- 3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, and otherwise administering any Common Areas and generally providing for and promoting the recreation, health, safety, and welfare of members of the Association.
- 3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws and Declaration, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in the Utah Revised Non-Profit Corporation Act and Utah Community Association Act.
- 3.3 Non-Profit. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III, no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of the net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers.

**ARTICLE IV - DEFINITIONS**

- 4.1 All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration for Causey Estates Subdivision, recorded in the Official Records of the Weber County Recorder's Office on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_ (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and these Articles of Incorporation.

**ARTICLE V – MEMBERSHIP SHARES AND VOTING RIGHTS**

- 5.1 Membership/Shares. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. The Association shall not issue shares of stock. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.
- 5.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.
- 5.3 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address and

telephone number of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of fee or undivided interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred, that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah and the necessary information to update the Association membership records. The Association may for all purposes act and rely on the information concerning Members and Lot ownership, which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot which is obtained from the office of the County Recorder of Weber County, Utah. The address of a Member shall be deemed to be the address of the residence situated on such Member's Lot unless the Association is otherwise advised in writing.

**ARTICLE VI - ASSESSMENTS**

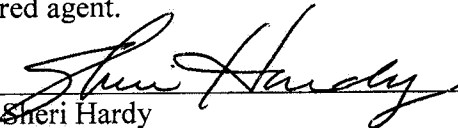
- 6.1 Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

**ARTICLE VII –REGISTERED OFFICE AND REGISTERED AGENT**

- 7.1 The address of the registered agent of the Association is:

Sheri Hardy  
2852 West 3675 South  
West Haven, Utah 84401

By signing below, the undersigned, whose address is set forth hereinabove, accepts appointment as the registered agent.

By:   
Sheri Hardy  
Its: Registered Agent

**ARTICLE VIII – APPOINTMENT OF BOARD OF DIRECTORS**

- 8.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association.
- 8.2 The Association shall have one class of membership. The Board selected by the Association must be Members unless or until there are insufficient

Members who desire to serve on the Board, in which case Board members need not be Members of the Association.

**ARTICLE IX – BOARD OF DIRECTORS**

9.1 Board of Directors. As of the date of the filing of these Articles, the following individuals are serving as the Board of Directors:

| <u>Name</u>       | <u>Address:</u>                                |
|-------------------|--|
| 1. Larry Sanders  | 195 South 1950 East<br>Layton, Utah 84040      |
| 2. Mark Henderson | 5039 Fillmore<br>Ogden, Utah 84403             |
| 3. Russell Kuck   | 3435 West Gordon Ave.<br>Layton, Utah 84041    |
| 4. Scott Wood     | 1128 Alice Lane<br>Farmington, Utah 84025      |
| 5. Sheri Hardy    | 2852 West 3675 South<br>West Haven, Utah 84401 |

**ARTICLE XII - MISCELLANEOUS**

12.1 Dissolution. Upon dissolution, the assets of the Association shall be distributed in accordance with the Declaration and Utah Community Association Act..

12.2 Amendment. Any amendment to these Articles shall require the affirmative vote, or written consent, of at least fifty-one percent (51%) of the total membership of the Association.

12.3 Resolutions & Rules. The Board may adopt, amend and repeal resolutions and rules for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, Bylaws or applicable Utah law.

12.4 Interpretation. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of both instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation and

Community Association Acts are inconsistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.

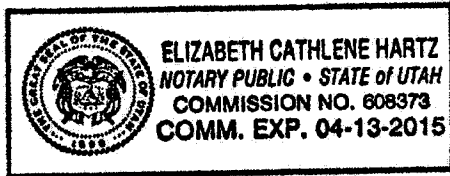
12.5 Limitation on Liability. The Directors, Officers and Members of the Association shall not be held personally liable for the debts and obligations of the Association.

Causey Estates Lot Owners Association

By: Larry O. Sanders  
Its: Chairman

STATE OF UTAH )  
 : ss  
COUNTY OF weber )

On this 21st day of April, 2014, personally appeared before me Larry O. Sanders, who being by me duly sworn, did say that he is the Chairman of Causey Estates Lot Owners Association, 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.



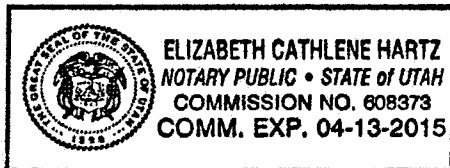
[Signature]  
Notary Public  
Residing at: weber county  
My Commission Expires: 4-13-15

Causey Estates Lot Owners Association

By: Sheri Hardy  
Its: Secretary

STATE OF UTAH )  
 : ss  
COUNTY OF weber )

On this 21st day of April, 2014, personally appeared before me Sheri Hardy, who being by me duly sworn, did say that she is the Secretary of Causey Estates Lot Owners Association, 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  
Residing at: weber county  
My Commission Expires: 4-13-15

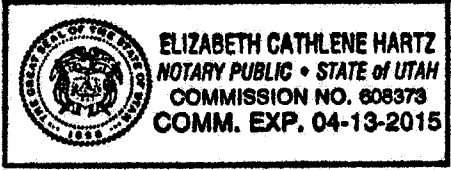
Causey Estates Lot Owners Association

[Signature]

By: Mark Henderson  
Its: Board Member

STATE OF UTAH )  
 ) : ss  
COUNTY OF Webster )

On this 21st day of April, 2014, personally appeared before me Mark Henderson, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at:  
Webster County  
My Commission  
Expires: 4-13-2015

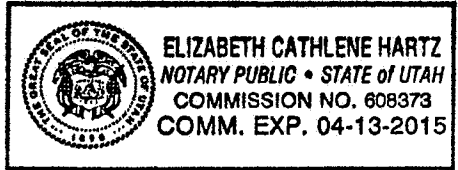
Causey Estates Lot Owners Association

[Signature]

By: Russell Kuck  
Its: Board Member

STATE OF UTAH )  
 ) : ss  
COUNTY OF Webster )

On this 21st day of April, 2014, personally appeared before me Russell Kuck, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at:  
Webster County  
My Commission  
Expires: 4-13-15

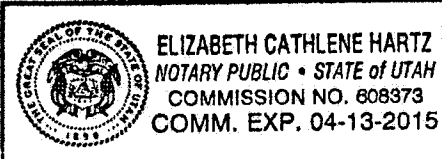


Causey Estates Lot Owners Association

[Signature]  
By: Scott Wood  
Its: Board Member

STATE OF UTAH                     )  
  : ss  
COUNTY OF Weber                     )

On this 21st day of April, 2014, personally appeared before me Scott Wood, who being by me duly sworn, did say that he is a Board Member of Causey Estates Lot Owners Association, 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  
Residing at:  
Weber County  
My Commission  
Expires: 4-13-15

**AMENDED & RESTATED BYLAWS  
OF  
CAUSEY ESTATES LOT OWNERS ASSOCIATION**

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The following are Amended & Restated Bylaws ("Bylaws") of Causey Estates Lot Owners Association, 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 Causey Estates 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. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the third Wednesday in April of each year at a location and time designated by the Board. The Board may modify 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 fifteen percent (15%) 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, including posting on the Association website, if any. Notice, subject to Section 2.4, shall be provided at least fifteen (15) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner to the Board or, upon written requests, the mailing address of the Owner. Said notice is effective upon sending the email or electronic communication or upon mailing said notice, postage prepaid. 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.

**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 twenty percent (20%) 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, which may include providing the proxy to the Secretary, via email, at least twenty-four hours before the 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 Owners may be taken without a meeting if, following proper notice, 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.

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 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 equal vote for each Lot in which they are an Owner. There shall only be

one vote for each Lot in the Project. 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 the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote 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 vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. 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 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 three years; provided, however, that initially, the Board shall identify two of the five members of the Board to serve for a two-year term. The other members shall serve for a three-year term. Thereafter, all members elected each year shall serve for a three-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 Board and Committee Chair Compensation.** No Director or Committee Chair shall receive compensation for any service they may render to the Association. Notwithstanding, Owners may adopt a budget at the annual meeting that includes a separate, line item that discounts or eliminates regular assessments for Directors or Committee Chairs to encourage participation of Owners on the Board of Directors or Committees. In the event that the line item in the budget is adopted, the discount or elimination of assessments shall only be for one (1) Lot regardless of how many Lots the Director or Committee Chair owns. In addition, any Director or Committee Chair may be reimbursed for their actual expenses incurred in the performance of their duties.

**Section 3.5 Owner Compensation.** The Board may also adopt, by resolution, whether to provide a discount toward the regular assessments of Owners for Owners participation on Committees or participation in other approved Association events or activities.

**Section 3.6 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 3.7 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 3.8 Records Retention.** The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures. Owners may, upon written request made at least five business days in advance, inspect Association documents during regular business hours.

#### **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 shall 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 sixty (60) days.

Owners may attend regular board meetings except when the Board is in executive session.

**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. 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) Maintenance of private roadways, gates and bridges;
  - (g) Maintenance of any private water system or other private utility;
  - (h) Adoption and amendment of rules and regulations;
  - (i) Enforcement of the Declaration, including the retention of legal counsel;
  - (j) Commencement of legal action when necessary;
  - (k) Imposition of fines, sanctions and citations;
  - (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
  - (m) Purchase of and maintenance of insurance;
  - (n) Maintenance of books and records of the Association;
  - (o) Emergency repairs;
  - (p) Adoption of reasonable animal restrictions;
  - (q) Adoption of reasonable policies with respect to fire control and prevention;
- and

- (r) 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, and other offices as designated or appointed by the Board, who shall at all times be members of the Board, and 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 one (1) year. 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 appoint 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. 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.** 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.** The duties of the officers are as follows:

**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; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

**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, who shall be appointed by the Board, 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; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and 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.

## **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**

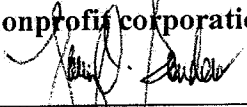
**Section 11.1 Amendment.** These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall 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**

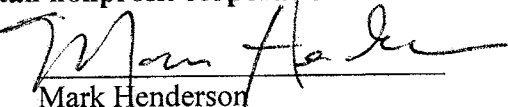
**Section 12.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of April and end on the 31<sup>st</sup> day of March of every year.

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

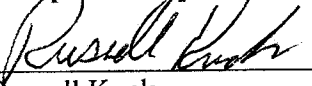
**CAUSEY ESTATES LOT OWNERS ASSOCIATION  
A Utah nonprofit corporation**

By:   
Larry O. Sanders  
Its: Chairman


**CAUSEY ESTATES LOT OWNERS ASSOCIATION  
A Utah nonprofit corporation**

By:   
Mark Henderson  
Its: Board Member

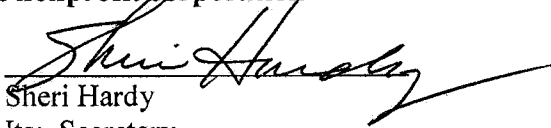
**CAUSEY ESTATES LOT OWNERS ASSOCIATION  
A Utah nonprofit corporation**

By:   
Russell Kuck  
Its: Board Member

**CAUSEY ESTATES LOT OWNERS ASSOCIATION**  
**A Utah nonprofit corporation**

By:   
\_\_\_\_\_  
Scott Wood  
Its: Board Member

**CAUSEY ESTATES LOT OWNERS ASSOCIATION**  
**A Utah nonprofit corporation**

By:   
\_\_\_\_\_  
Sheri Hardy  
Its: Secretary