

AMENDED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
RODEO LANE TOWN HOMES
A PLANNED UNIT DEVELOPMENT COMMUNITY

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 9th day of JUNE, ²⁰⁰⁴~~2003~~, by JEF Investments, L.L.C., a Utah limited liability company for itself, and its successors and assigns and amends and replaces that Declaration of Covenants, Conditions and Restrictions previously recorded as entry No. 772354 at Book 1047, Page 173 of the records of the County Recorder, Cache County, Utah.

RECITALS

- A. Declarant is the owner in fee simple of all of that real property in Cache County, Utah, described in Exhibit "A" hereto and on the face of the amended Plat for "Rodeo Lane P.U.D." recorded as Entry No. ~~863188~~, Plat No. _____, Page No. _____ of the records of the County Recorder, Cache County, Utah also known as the "Project";
- B. Declarant intends to construct certain buildings and residential improvements referred to as town Homes thereon in accordance with the plans and drawings set forth in the Record of Survey Map filed on this Project.
- C. Each Town Home, together with the restrictions, easements, covenants, conditions and rights appurtenant to it granted by this declaration, shall be conveyed separately in fee simple;
- D. Declarant desires the individual Town Home together with undivided ownership interests in Common Areas and Facilities appurtenant thereto, be subject to the covenants, conditions, limitations, and restrictions contained herein; and
- E. Declarant makes this declaration to protect the value, attractiveness and desirability of the Property and the Town Homes to be constructed on the property.

DECLARATION

NOW, THEREFORE, for the purposes set forth above, Declarant declares that all of the Property shall be sold and conveyed subject to the following restrictions, easements, covenants, conditions, and agreements; which shall constitute covenants running with the land and shall be binding on and inure to the benefit of all parties having any right, title, or interest in the property or any part of the property and on their heirs, successors, representatives and assigns. Furthermore, each Town Home owner, by accepting title to a Town Home, covenants and agrees to be bound by this declaration, whether or not the deed expressly so states.

Ent 863889 Bk 1302 Pg 1761
Date 9-Jun-2004 9:25AM Fee \$70.00
Michael Gleed, Rec. - Filed By MG
Cache County, UT
For JEF INVESTMENTS LLC

ARTICLE 1
DEFINITIONS

The terms used in this Declaration including any Exhibits attached hereto shall have the meaning set forth herein unless the context otherwise requires.

1. The Act: Utah Code Annotated § 57-8-1 et seq. as the same may be from time to time amended.
2. Articles: The Articles of Incorporation of the Association, as restated or amended from time to time.
3. Assessment: That portion of all Common Expenses, as defined below, which are to be paid by an Owner or Owners as determined by the Management Committee pursuant to this Declaration. Assessments may be designated as Regular Assessments, Special Assessments and extraordinary assessments as those terms are more specifically defined in this Declaration.
4. Association: The Rodeo Lane Homeowners association, a Utah Non-Profit Corporation, formed by Declarant in conjunction with the execution and recordation of this Declaration, the members of which shall be Owners of town Homes within the Project as provided herein.
5. Management Committee: The Management Committee or Committee of the Association, as it shall be constituted from time to time as defined in this Declaration.
6. Bylaws: The Bylaws of the Association as restated or amended from time to time. The initial bylaws shall be as adopted by the initial Management Committee. Said Bylaws are intended to govern internal organization of the Committee and the relationship of said Committee to the Owners. See Exhibit "B" attached.
7. Common Areas and Facilities:
 - a. The real property not included within the meaning of a Town Home as herein defined.
 - b. All common structural parts of the buildings including, without limitations, foundations, columns, joists, beams, supports, supporting walls, exterior walls, floors, ceiling and roofs;
 - c. All exterior walkways, driveways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas, Common Areas, and all other areas necessary or convenient to the existence, maintenance and safety of the common areas and facilities or normally in common use.
 - d. Any common utility pipe or line or system servicing more than a single Town Home, and all ducts, wires, conduits, and other accessories used therewith;
 - e. Those areas specifically set forth and designated in the map as "Common Area" or "Limited Common area".

8. Common Expenses:

- a. The shared costs of maintenance, construction, improvement, repair, operation, insurance and management of the Common Areas and Facilities;
- b. Taxes and insurance, except as expressly limited;
- c. All expenses for such items, things and sums for which lawful assessments are made against the Owners in accordance with the provisions of this declaration, the Bylaws, such rules and regulations that the Owners or the Committee may from time to time adopt;
- d. All expenses reasonably necessary for the operation and administration of the association and any reasonable reserve for such purposes as determined by the Committee;
- e. All expenses reasonably necessary to comply with and/or enforce agreements lawfully made and/or entered into by the Committee; and
- f. All sums expressly designated as Common Expenses by or pursuant to the Governing Documents.

9. Declaration: This Amended Declaration of Covenants, Conditions and Restrictions as it may be amended from time to time.

10. Developer: Refers to JEF Investments, L.L.C. and its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless such rights and obligations are specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law. The rights and obligations as set forth herein of the Developer, shall cease when construction contemplated by the development Plan is substantially complete.

11. Fee Schedule: Schedule of fees, Service Charges and financial obligations as may be adopted, amended and revised by the Committee.

12. Fiscal Year: Annual term for the purpose of budgeting Association expenses and determination of Regular Assessments. Each Fiscal Year shall commence on January 1 and end on December 31. The Management Committee may change the Fiscal Year.

13. Governing Documents: Shall mean and refer to the Articles of Incorporation of the Association, this Declaration, and the Association Bylaws (attached hereto as Exhibit "B"), all as initially drawn by the Declarant and filed and recorded as the case may be, and all as may be duly amended from time to time.

14. Declarant: Shall mean JEF Investments, L.L.C., Rodeo Lane Homeowners Association, a Utah Non-Profit Corporation and the individual Town Home Owners.

15. **Member:** A person entitled to membership in the association, as defined in this Declaration by virtue of ownership of a Town Home.
16. **Person:** Any natural person, corporation, partnership, association, trustee or other legal entity.
17. **Plat:** The amended plat map of the Project recorded as Entry No. 863 888, Plat No. , Page No. in the office of the Cache County Recorder on the 9th day of October, 2003.
JUN 2007
18. **Project or Rodeo Lane P.U.D.:** The development known as "Rodeo Lane P.U.D.", as platted and approved by the City of Logan, cache County, Utah and all Property lying thereunder.
19. **Property:** That certain real property described in Exhibit A: hereto and on the face of the Plat and covered in this Declaration, and every easement or right appurtenant thereto, and all improvements thereon intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.
20. **Planned Unit Development:** Shall mean and refer to the entire Property as defined herein, together with all rights, obligations and organizations established or to be established pursuant to this Declaration.
21. **Service Charge:** Compensation made by an Owner to the association for specific services provided the Owner by the Association, or for a violation of any provision of the Governing Documents, as set forth on the Fee schedule and as found necessary to cover Association costs as determined by the Committee.
22. **Town Home:** One of the lots of real property designated as a lot on the Plat plus mechanical equipment and appurtenances located on said Lot or within any structure on said Lot but designated and designed to serve only that Lot, including, but not limited to, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures, and the like shall be considered part of the Town Home, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames and trim, consisting of, among other things, and as appropriate, wallpaper paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting part of a Town Home and serving only one Town Home, and any structural members other than bearing walls, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Town Home is situated, shall be considered part of a Town Home.
23. **Town Home Owner or Owners:** The record holder or holders of title to a Town Home or Town Homes within the Project and an equal undivided interest in the Common Areas. This shall include any Person having a fee simple title to any Town Home, but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Town Home is sold under a recorded contract for sale to a

purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" so long as the contract is not in default.

ARTICLE II
REMOVAL OF PROPERTY FROM ACT

Declarant being the owner of all real property hereby removes the Property, buildings, and all improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, from the provisions of the Act.

ARTICLE III
ASSOCIATION ADMINISTRATION

1. Organization of Association. The Association is or shall be created under the name of RODEO LANE HOMEOWNERS ASSOCIATION, a Utah Non-Profit Corporation, charged with the duties and vested with the powers prescribed by law and as set forth in the Governing Documents, as the same may be amended from time to time. No Governing Documents shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of inconsistencies, this Declaration shall prevail.
2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the articles and Bylaws, together with its general and implied powers as an Association, generally to do any and all things that an Association organized under the laws of the State of Utah may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, and consistent provisions of the Articles and Bylaws.
3. Membership. The Owner of a Town Home shall automatically, upon becoming the Owner of that Town Home, be a member of the association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the association. Except as otherwise provided herein membership shall not be accorded to a Person other than an owner of record.
4. Transferred Membership. Membership in the association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Town Home to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void.
5. Voting Powers/Requirements. The Association shall have two (2) classes of voting membership:
 - a. Class A. Class A Members shall be Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person

holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. Class B. Member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

1. 75% of the town Homes are deeded to homeowners
2. On November 1, 2006.

6. Membership Meetings. Regular and special meetings of Members of the association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

7. Management Committee. The affairs of the Association shall be managed by a Management Committee (Committee) consisting of three (3) Members of the Association, which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

8. Establishment. Declarant hereby appoints: Jeffrey A. Hoggan and R. Hal Fronk to function as the Management Committee until the first to occur of: (1) Town Homes to which three-fourths of the undivided interest in the common areas and facilities have been conveyed to Persons other than Declarant and/or its members; or (2) three(3) years from recording of this Declaration. At such time the designated representatives of Declarant shall resign with the resultant vacancies to be filled from among the Owners by majority vote of all Members of the association. Thereafter, all terms and Committee positions shall be filled in accordance with the provisions of the Bylaws and these Covenants, Conditions and Restrictions.

9. Responsibilities. The Committee shall be responsible for the administration of the policies and actions of the association, assuring infrastructure and land within the Common Areas is maintained and improved as necessary, and assuring all liabilities of the association are met. The Committee has the authority to act for the Association as follows:

- a. The authority, without the vote or consent of the Owners or of any other person, to establish the budget for the Association;
- b. The authority, without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and facilities;
- c. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

- d. The authority to enter into contracts which in any way concerns the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;
- e. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained (the consent of at least two-thirds (2/3) of all Town Home owners (excluding the developers) is required prior to conveyance or encumbrance of the common area);
- f. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;
- g. The power and authority to add any interest in real property obtained pursuant to subparagraph e. above in the Project, so long as such action has been authorized by the necessary vote or consent;
- h. The power, without the vote or consent of the Owners or of any other person, to sue and be sued;
- i. The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed in the aggregate at any given time the sum of \$5,000.00 without the prior vote or approval of the association at a meeting duly called and convened at which a quorum is present.
- j. The authority, without the vote or consent of the Owners or of any other person, to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Owners;
- k. The power and authority, without the vote or consent of the Owners or of any other person, to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Committee to perform its functions as agent for the Owners including the power to collect, enforce, and place liens on Town Home owners for delinquent and association fees;
 - l. Any instrument executed by the committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who is good faith and for value relies upon said instrument; and

- m. Enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FNMA, GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Town Homes in the Project.
- 10. Use of Agent(s). The Management Committee, on behalf of the association, may contract with a professional management agent for the performance of maintenance and repair and for conduction other activities on behalf of the Association, as may be determined by the Committee. Any contract shall contain term and termination provisions deemed appropriate by the Committee.
- 11. Association Insurance. The Committee shall use its sound business judgment in establishing and maintaining policies of insurance covering the Association with respect to the Common Area.
- 12. Fidelity Coverage. The Committee shall maintain fidelity coverage in the amount of anticipated Association funds to cover the Committee's faithful performance of the Committee in its duties.
- 13. Management Committee, Administrative Procedures. Administrative procedures of the Committee shall be in accordance with the Bylaws of the Association. Such written procedures shall be directory in nature so long as substantive rights of Members are not compromised thereby.
- 14. Repair and Maintenance, Association. The Management Committee, on behalf of the Association, shall operate, maintain, repair and replace the Common Area, and all facilities and common basic systems thereon, in keeping with sound maintenance standards and in accordance with standards as set forth in these declarations or as amended by the Committee from time to time. The Committee may contract for operation, maintenance, repair and replacement to assure maintenance of the Common Area. The Association shall have no obligation to maintain any individual Town Home.
- 15. Repair and Maintenance, Owner. Each Owner shall at his or her sole cost and expense maintain, repair and keep his Town Home(s), in good, clean, neat and orderly condition, and in good repair, so as to be consistent with the balance of the Project as set forth below, and in keeping with sound maintenance practices. Should an Owner fail to provide maintenance of his or her Town Home(s), the Committee shall have the enforcement rights set forth in this Declaration or as otherwise may be available at law.
- 16. Compensation. Members of the Committee and Members or Persons appointed by the Committee to assist in the performance of Association responsibilities shall be entitled to a waiver of Regular Assessments, reimbursement for expenses incurred by them in the performance of their duties hereunder, and to the rights of indemnity established herein or elsewhere in the Governing Documents, said consideration to be subject to Committee

approval. A Person acting as an agent of the Association may be compensated for professional services rendered in accordance with such service agreement as may be negotiated by the Committee.

ARTICLE IV ASSESSMENTS

1. **Purpose.** The Assessments levied by the association shall be used exclusively to promote the health, safety and welfare of all the Owners of Town Homes in the Project for the improvement and maintenance of the Common Area for the common good of the Project, and for the necessary expenses of operating the Association. Assessments shall be collected and enforced as provided in this declaration.
2. **Creation of Lien, Personal Obligation and Non-Waiver.** The Declarant, for each Town Home owned within the Project, hereby covenants, and each Owner of any Town Home by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association periodic Regular Assessments, Extraordinary Assessments and Special Assessments, which shall be established and collected as provided herein. All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Town Home against which each Assessment is made, the Lien to become effective upon recordation of a notice of Lien by the Committee. Each Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Town Home at the time when the Assessment fell due. No Owner may exempt himself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his or her Town Home.
3. **Regular Assessments.** The Committee shall determine and fix the amount of the annual assessment (Regular Assessment) against each Town Home at least sixty (60) days in advance of the start of the Fiscal Year; provided, however, that the annual assessment may not be increased by more than twenty (20) percent above the annual assessment for the immediately preceding Fiscal Year, without the vote or written assent of a majority of town Homes governed by the association. The Regular assessments shall fund an adequate reserve to: a) maintain, repair and replace the infrastructure and improvements now or hereafter placed within the Common area; b) pay for water, sewer and garbage; c) cover administrative costs incurred by the Committee and their agents in the performance of their duties; and d) for such other purposes as may be deemed appropriate by the Committee.
4. **Extraordinary Assessments.** In addition to the Regular Assessments authorized above, the Committee may levy, in any fiscal year, an Extraordinary Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, repair, reconstruction or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray any unanticipated or under

estimated Regular assessment; provided however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed twenty (20) percent of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without approval of a majority of the total voting power of the Association.

5. Special Assessments. In addition to the Regular and extraordinary Assessments authorized above, the committee may levy Special Assessments, without limitation as to the amount or frequency, against a Town Home and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Town Home into compliance with the Governing Documents, including interest, penalties, actual attorneys' fees and costs.
6. Service Charges. Service charges are assessments imposed upon an Owner for services provided by the Association unique to a specific Town Home and/or Owner, or for an activity and/or action taken by an Owner that is in conflict with the Governing Documents. The amount of such Service Charges shall be based on reasonable expenses incurred by the Association, or the fiscal impact of inappropriate activities on the Association and Project, or as set forth in the predetermined Fee Schedule, as determined by the Committee. In the event a Service Charge is imposed on an Owner and his or her town Home, the Owner assessed such charge shall make payment to the association within a reasonable period of time and according to reasonable terms, as determined by the Committee. A minimum of thirty (30) days shall be allowed for payment of such charges after the Owner receives notification from the Committee. The collection of such Service Charge may be enforced through the levy of a Special Assessment or by any other means available at law.
7. Non-Exclusive Remedy. The right of the Association to levy a Special Assessment or Service Charge, as described above, shall not be deemed to be an exclusive remedy of the association and it may, in its sole discretion, without waiver of other legal or equitable remedy, pursue enforcement of the Lien of said Special assessment(s), proceed to collect any amount due directly from the Owner, and/or pursue any other remedies available at law or in equity.
8. Commencement of Assessments. The Committee shall determine the amount of the initial Regular Assessment reflecting the projected expenses of the Association for the term remaining in the Fiscal Year at the time this Declaration is filed. The committee shall provide notification to all Owners setting forth the amount of the Regular Assessment for the following fiscal year sixty (60) days prior to the end of each fiscal year. All Regular Assessments shall be due within the first thirty (30) days of the fiscal Year. If an Owner does not receive notification concerning the Regular Assessment by the first day of the Fiscal Year, payment of the Regular Assessment shall be due thirty days after such notification is received.
9. Allocation of Assessments. Each Town Home, including Town Homes owned by Declarant, shall bear an equal share of each aggregate Regular and Extraordinary Assessments, unless common costs have been incurred by the actions of, or for the sole and primary benefit of, particular Owners.

10. Working Capital Fund. A working capital fund shall be established to cover, in whole or in part, the cost of any construction, repair, reconstruction or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Necessary funds shall be made available through application of an Extraordinary Assessment.
11. Transfer of Town Home by Sale. The sale or transfer of any Town Home shall not affect any Assessment or Lien, or relieve the Town Home from any liability therefore, whether the Lien pertains to payments becoming due prior or subsequent to such sale or transfer. In a voluntary conveyance of a Town Home, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor amounts paid the grantee therefore. However, any such grantee shall be entitled to a statement from the Committee, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Town Home conveyed be subject to a Lien for, any unpaid Assessments made by the association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such Assessment, becoming due after the date of any such statement.
12. Enforcement of Assessment Obligation. If any part of any Assessment of any type is not paid within thirty (30) days of the due date, an automatic late charge equal to five percent (5%) of the Assessment, but not less than ten (10) dollars, shall be added to and collected with the Assessment. Additionally, if any part of the Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment, including the late charge, shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the date the assessment was due until paid. Each unpaid Assessment, whether Regular, Extraordinary, Special or Service Charges, shall constitute a Lien on each respective Town Home prior and superior to all other Liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto; or (2) Mechanic's Liens arising under Utah law, timely and duly filed, if the legal effective date is prior to the recording of the Notice of Assessment Lien.
13. Delinquent Lien. Such Lien, when delinquent, may be enforced by sale by the Association, acting through the Committee, its attorney or other person authorized by this Declaration or by law to make the sale. Such foreclosure may occur after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust with the Committee having the right and authority to appoint an independent trustee, or by judicial foreclosure as a mortgage, or by any other manner permitted by law. The Association, acting on the behalf of the Town Home Owners, shall have the power to bid for the Town Home at the foreclosure sale, to acquire and hold, lease, encumber and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by Law. Suit to recover a money judgment for unpaid Assessments, rent, interest, costs, penalties and attorney's fees

shall be maintainable without foreclosing or waiving the Lien securing the same. The Committee may impose reasonable monetary penalties including actual attorney's fees and costs, and may temporarily suspend the voting rights, and/or Association membership rights of a Town Home Owner who is in default in payment of any Assessment.

- 14. Payment of Common area Property Taxes. Each Town Home and its percentage of undivided interest in the common areas and facilities shall be considered to be a parcel and shall be subject to separate assessment and taxation by each assessing Town Home and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the building or buildings, the property, nor any of the common areas and facilities may be considered a parcel.
- 15. Statement. The Manager or Management Committee shall, upon the written request of a Town Home owner or any encumberancer or prospective encumberancer of a Town Home, and upon payment of a reasonable fee not to exceed the amount allowed by the act, issue to the requesting person, a written statement setting forth the unpaid common expenses with respect to the Town Home covered by the request. The written statement of indebtedness is conclusive upon the remaining Town Home owners and upon the Association and Committee in favor of all persons who rely upon the written statement in good faith. Unless the Manager or Management Committee complies with the request for a written statement of indebtedness within ten (10) days, all unpaid common expenses which became due prior to the date such request was made are subordinate to the lien held by the person requesting the statement.
- 16. Mortgagees. A Lien for any assessment shall be subordinate to the lien of any first mortgage/deed of trust. Mortgagees are not required to collect assessments. Failure to pay assessments shall not constitute a default under an insure mortgage.

ARTICLE V
DESCRIPTION OF PROPERTY AND COMMON AREA

- 1. Description of Real Property. The Real Property is that parcel more particularly described in Exhibit "A" attached hereto.
- 2. Legal Description. Every conveyance or contract for the sale of a Town Home and every other instrument affecting title to a Town Home may describe that Town Home by the lot number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear in the official records of Cache County, Utah, and in substantially the following for:

 Lot _____ as shown in the Record of Survey map for Rodeo Lane P.U.D. appearing in the Records of the County Recorder of Cache County, Utah, recorded on 9 June 2004 at Book _____, Page _____, instrument no. 863888.

3. Description of Improvements. The significant improvements contained or to be contained in the Project can be found on the Record of Survey Map.
4. Description of Legal status of Town Homes. The Plat shows the Town Home/Building Number of each Town Home, its location, those limited common areas and facilities reserved for its used, and the common areas and facilities to which it has immediate access.
5. Common Area. The Common Area shall be as previously defined in Article I.
6. Conveyance of Common Area. The Common Area and Common Facilities of the development of the Project shall be conveyed to the association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD. Until conveyed, Declarant shall be solely responsible for the maintenance and management of Common area and Common Facilities, and for all costs and expenses associated therewith not covered by the assessments provided for herein.
7. No Further Subdivision. Neither the Common Area nor any Town Home may be further subdivided and the Common area shall remain held as set forth above.
8. Common Area Use. The rights and easements of use and enjoyment of the Common area created by this Declaration shall be subject to such rules and regulations as set forth in these declarations and as may be adopted by the Committee from time to time. Without limiting the generality of the Committee's authority to enact reasonable rules and regulations, such rights shall be subject to: a) the right of the Committee to consent to or otherwise cause the construction of additional improvements on the Common area and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the benefit of the Members of the association; and b) the right of the Committee to grant easements, licenses or rights-of-way in, on or over the Common area, for access, ingress and egress, and utilities, and/or for other purposes not inconsistent with the intended use of the Property as a residential planned unit development. In the event ingress or egress to any residence is through the common area, any conveyance or encumbrance of said area must be made subject to the Town Home Owner's easement. Owners shall not make repairs or improvements to Common Areas, except as may be specifically provided herein.
9. Improvements. The Committee is empowered to proceed with the design and construction of Improvements in the Common Area as determined by the Committee. Individual Owners may not construct any Improvement in the Common Area.
10. Regulation of Common Area Use. The rights and easements of use, and enjoyment of the Common area created by this declaration shall be subject to rules and regulations as set forth in these Articles and as may be adopted and/or amended by the Committee from time to time. Violations of these rules and regulations by Owners or Members, or any guest, tenant, employee or invitee of the Owner or Member, shall be subject to Service Charges, or a Special Assessment levied against the Owner or Member responsible as set forth above.

11. Roads. Roadways shall be traveled upon in a safe manner with speeds restricted to no more than 15 miles per hour, or less, as conditions warrant for icy, dusty and other conditions. Vehicles shall travel within the roadbed, yielding to pedestrian traffic and oncoming traffic, as safety requires.
12. Parking. The Committee shall have the authority to designate approved parking areas and enact restrictions related to parking within the common roads and any driveway in the Project. Town Home owners shall use theft garages for parking and shall not park in guest parking. Without limiting the generality of such authority, no recreational vehicles, boats, campers, or trucks larger than a standard pickup truck, shall be parked or stored on a road, driveway or in front of any home within the Project, excepting due to emergencies or while making deliveries.
13. Repairs. No repairs to automobiles or trucks, including the changing of oil, maybe performed in any parking or common area.
14. Firearms/Fireworks. The discharge of any type of weapon or firearm on the Property is strictly prohibited, including but not limited to rifles, shotguns, pistols, air guns and pellet guns. No fireworks shall be discharged or ignited on the Property, including lawful "safe and sane" types of fireworks.
15. Nuisances. No noxious, illegal or offensive activity shall be conducted on the Property, nor shall anything be done therein which may be or become an unreasonable annoyance, disturbance, embarrassment or nuisance to, or which in any way may interfere with the quiet enjoyment of, each of the other Owners, Members or occupants of Town Homes in the Property by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No Person shall maintain, allow or establish a private or public nuisance on any Town Home or within the Common Area.
16. Fires. No fires shall be allowed in the Common Area.
17. Pets. Pets are not to be kept outside of a Town Home. Any pet that is outside of a Town Home must be on a leash and accompanied by a resident of a Town Home. The Town Home owner is responsible for cleaning up after the pet.
19. Maintenance of Common Area. Maintenance of the Common Areas shall be the responsibility of Committee as set forth above. All Members of the Association shall share costs incurred for the purpose of maintaining, repairing and replacing the described elements therein, and for the additional purpose of constructing, maintaining, repairing and replacing such additional improvements as may be determined by the Committee to be in the best interests of the Project and Owners of the Town Homes therein. No Town Home Owner or other Person shall be allowed to remove or disturb any trees, brush, ground cover or other natural growth without approval and/or direction from the Committee, excepting any natural obstructions that may occur in the roadways or driveways due to storm activity or other natural causes.
20. Restoration of Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area or improvements thereon, the repair or

replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition in accordance with the provisions of U. C. A. § 57-8-3 1.

- 21. Destruction of Party Wall. If a party wall is destroyed or damaged by fire or other casualty the owners who use said wall shall restore the same, subject to the provisions of Article V. Section 19.
- 22. Damage By Member. Each member shall be liable for any damage to a Town Home, Party Wall, Limited Common Area or Common Area, if the damage is sustained because of negligence, willful misconduct or unauthorized or improper use by the Owner or Member, or by any guest, tenant, employee or invitee of the Owner or Member. The Association, acting through the Committee, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to impose an appropriate Service Charge according to the Fee Schedule or as determined by the Committee, and/or levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or Member or the Person for whom the Owner or Member may be liable as described above.

**ARTICLE VI
RIGHTS AND RESPONSIBILITIES OF OWNERS**

- 1. Use of Individual Town Homes. Town Homes shall be used only for residential purposes by the Owner and his or her family, or by residential tenant(s) as allowed by Logan City ordinance.
- 2. No Further Subdivision. No Town Home shall be further subdivided, however, nothing shall be deemed to prevent an Owner from transferring or selling any Town Home to more than one Person to be held by them as tenants in common, joint tenants, or as tenants by the entirety.
- 3. City Requirements. Except as otherwise more strictly regulated herein, all use of a Town Home shall be in conformity with Logan City codes, ordinances and permits as applicable. Logan City permits, ordinances and codes shall take precedent over the Governing Documents where more restrictive.
- 4. Compliance with Governing Documents, Rules and Regulations. Each Town Home owner, and their successors and assigns shall comply the provisions of the Governing Documents and all federal, state, or local laws, statutes, codes, ordinances, rules and/or regulations. This shall include all determinations and agreements lawfully made and entered into by the Management Committee.
- 5. Insurance. All Owners shall maintain Homeowner's Insurance on their Town Home in an amount sufficient to cover all damages to their Town Home and damages caused to other Town Homes.
- 6. Maintenance. Each Town Home and the exterior appearance of improvements thereon and the limited Common Area, shall be maintained in a clean, neat and orderly condition at all times.

The following Articles shall govern the maintenance of Town Homes and Improvements thereon.

- a. General Maintenance. Each Owner shall maintain all Improvements located thereon in good and sufficient repair and shall keep rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any Improvements shall be repaired as promptly as is reasonably possible.
 - b. Vacant Buildings and Town Homes. A Town Home, which is vacant for any reason, shall be kept locked in order to prevent entrance by vandals. Vacant Town Homes shall not be exempt from the provisions of these Articles.
 - c. Unsoundness/Blight. Any event or condition on a Town Home which in the sole discretion of the Committee, creates an unsightly or blighting influence, shall be corrected or removed, as the case may be, by the Owner, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
 - d. Storage. Nothing shall be stored outside of the Town Home.
 - e. Restoration/Removal of Residential Improvements. In the event of any destruction of any portion of any Town Home, it shall be the duty of the Owner to restore and repair the same to its former condition as promptly as practical.
 - f. Maintenance By Association. In the event that any Owner shall permit any Town Home or landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Committee shall notify the Owner to take corrective action. If corrective action is not taken by the Owner within such reasonable time, as determined by the Committee, after receiving said notification, the Committee may cause such corrective action to be taken at the expense of the Owner as set forth below.
 - g. Remodeling. Any re-modeling of a Town Home must first be approved by the Committee.
7. Commercial Use. No Town Home shall be used at anytime for business or commercial activity, or other non-residential purposes excepting, however, that a home business may be operated out of a Town Home where the use or activity complies with all of the following criteria: 1) the business is conducted exclusively by Persons residing in the Town Home and/or immediate family members of such Persons, and 2) no noticeable increase in traffic over and above normal residential activity is generated by such home business, and 3) no exterior signs or other indications of the non-residential use of the Town Home shall be displayed, and 4) the business activity complies with all requirements of any governmental or quasi-governmental agency having jurisdiction over the Property.
8. Nuisances. No noxious, illegal or offensive activity shall be conducted within the Town Home.

9. Animals. Dogs, cats, birds and fish are allowed as pets so long as the same are housed in the Town Home and not outside the Town Home. The total number of pets per Town Home is limited to two (2). No other animals/pets are to be raised, bred or kept in any Town Home or in the Common Areas or Limited Common Areas without the prior written approval of the Management Committee. Except as set forth in Article V. Section 17, all animals/pets shall be kept out of the common areas. If the pet becomes a nuisance to other owners, the pet owner shall remove the pet from the property within ten (10) days of written notice from the Committee or its representative.
10. Natural Drainage. No Owner, Member or Person shall change or interfere with the natural and/or designed drainage of any part of the Property except in connection with Plans approved by the Committee.
11. Leasing of Town Homes. Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the terms of the Lease, whether or not it is expressed therein, and the Owner shall be liable for any fines or other costs incurred which result from the lessee's actions.
12. Satellite Dishes. Satellite dishes shall only be installed in pre-designated locations and with approval of the Committee.
13. Town Home Temperature. At no time shall a Town Home owner allow the temperature inside a Town Home to be less than 65° Fahrenheit.

ARTICLE VII
EASEMENTS: ROADWAYS, DRIVEWAYS AND UTILITIES

1. Nonexclusive Easement. The Declarant, Association and all Owners shall retain a nonexclusive easement over all road easements, driveway easements, utility easements and the Common Area according to the Conditions, Covenants and Restrictions set forth in the Articles.
2. Common Roads. A nonexclusive easement is granted to each Town Home Owner for access, ingress and egress over the common roads.
3. Power Gas, ext. Easements. There is and shall be a blanket easement in favor of the Declarant and the Association on all of the property for installation, maintenance, replacement, and repair of water mains, electrical power distribution lines, gas lines, telephone lines, cable television lines and the like to each Town Home. The Declarant shall not be responsible for ordering the installation of telephone or cable television lines to the villas.
4. Common Areas Within Town Home. Some of the Common Areas and/or easements are or may be located within the Town Home or may be conveniently accessible only through the Town Home. The Owners of the other Units shall have the irrevocable right to be exercised solely by the Committee as its agent, to have access to each unit and to all Common Areas from time to time as may be necessary for the maintenance, repair, or replacement of any Common Area located therein or accessible therefrom or for making emergency repairs therein necessary for to prevent damage to the Common Areas or to another Town Home(s).

5. Utility Services. Each Owner shall make all arrangements for and pay directly for electrical, gas, telephone and cable television service. Fees for water, sewer and garbage will be assessed as part of regular assessments.
6. Additional Easements. As various utility lines will be running through each building, each owner grants to the Association an easement to access, repair and maintain all said lines.

**ARTICLE VIII
COMPLAINTS AND RECONSIDERATION**

1. Complaints. Owners may express concerns and/or complaints in writing to the Committee involving violations of this Declaration. The Owner shall address the issue with all affected parties prior to initiating a request for Committee action concerning the violation. When a violation is brought to the attention of the Committee, the Committee shall review the concern and/or complaint and take appropriate action as deemed necessary in the sole discretion of the Committee and as set forth in Article IX.
2. Request For Reconsideration. An Owner may request the Committee reconsider a decision that is adverse to the Owner. The Owner shall address the issue with all affected parties prior to initiating a request for Committee reconsideration. The Committee shall reconsider its original decision and take appropriate action as deemed necessary and as set forth in Article IX. Such decision and recommended action shall be final and shall not be subject to reconsideration or further appeal.
3. Costs: Reconsideration. If the Committee incurs any costs in reconsidering an original decision, including the costs of retaining a consultant or attorney to advise the Committee, such costs shall be paid by the party(s) making the request unless the Committee's decision constitutes a substantial reversal of the original decision, in which event such costs shall be paid by the Association. If the Owner requesting the reconsideration is obligated to pay such costs, payment of same, shall be enforceable as a Special Assessment.
4. Costs: Compliance. All costs, expenses and damages determined by the Committee to be proximately caused by a deviation or violation, or costs and expenses incurred by the Association to correct the same, shall be assessed as a Special Assessment against the Owner of the Town Home, which Special Assessment shall be due and payable at such time or in such installments as determined by the Committee, in its sole discretion.

**ARTICLE IX
ENFORCEMENT**

1. Enforcement. The Association, acting through the Committee, shall have the right to enforce, by any proceedings at law or in equity, all Conditions, Covenants and Restrictions, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorney's fees as are ordered by the Court.

For a violation or a breach of any of these Covenants, Conditions and Restrictions by any Person claiming, by, through, or under the Committee or its assigns, or by virtue of judicial proceedings, the Committee and any Owner, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

2. Non-Waiver. Failure, delay or omission by any such Person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. No action shall be brought or maintained by any Owner, or with respect to any Town Home, against the Declarant, the Committee, or any of their officers, directors, agents or representatives for or on account of their failure to bring any action for any breach of any of the Governing Documents or for imposing restrictions which may be unenforceable.
3. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute, when, in the sole discretion of the Committee, the interests of the Association or a substantial number of the Owners would not be benefited thereby.
4. Special Assessments/Service Charges. A member of the Committee will investigate alleged violations. The Committee member shall attempt to resolve the matter with the Owner or other Person responsible for the violation. If an appropriate and immediate resolution is not forthcoming, the Committee shall provide written notification of the violation to the Owner. If the matter is not resolved within thirty (30) days from delivery of the written notice, the Committee shall have the authority to levy appropriate Special Assessments and Service Charges according to the findings of the Committee. Violations that damage or pose a significant threat of damage to the environment (water quality, vegetation, habitat, etc.) shall be subject to strong penalties. In the discretion of the Committee, Service Charges and/or Special Assessments may be levied monthly (or at otherwise appropriate intervals) until such violation is corrected and/or acceptable mitigation measures are put in effect.
5. Restoration of Town Home. In the event an Owner fails to maintain his or her Town Home as provided herein, in a manner which the Committee deems necessary to preserve the appearance and value of the Project, and/or to prevent a fire hazard or other dangerous condition, the Committee may notify the Owner of the work required and demand it be done as soon as necessary, as determined by the Committee. In the event the Owner fails to carry out such maintenance within such period, the Committee may cause such work to be done and may apply a Special Assessment assessing the cost thereof to such Owner, and, if necessary, lien his or her Town Home for the amount thereof, as set forth below.
6. Structural Violations. The Committee shall have the right, whenever there shall have been built or placed on any Town Home, any structure, building, erection or construction which is in violation of the Covenants, Conditions and Restrictions set forth in the Articles, to enter upon the Town Home where such violation exists and summarily abate or remove the same at the expense of the Owner of the Town Home, as soon as found necessary by the Committee after written notice of such proposed action is provided the Owner, and any such entry and abatement or removal shall not be deemed as trespass. All costs or expenses incurred in

abating or removing such violation shall be paid by the Owner of such Town Home or Town Homes and the Committee shall have a Lien upon such Town Home or Town Homes to secure payment thereof. The Committee shall also have the right and shall be entitled to seek an injunction prohibiting the continued construction of any structure, building, erection or construction which is in violation of those restrictions.

7. Legal Proceedings. The Committee, shall be authorized on behalf of and in the name of the Association to commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition existing within the Project, the continuation of which violates the provisions of the Governing Documents. The Committee shall not commence such legal or equitable proceedings until a written notice of the deviation of violation has been appropriately prepared and given to the Owner, but thereafter the Committee shall have the sole discretion to commence such proceedings.

8. Expenses. The authority of the Committee, as herein provided, shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the Committee and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorney's fees, shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within ten (10) days after written demand therefore is mailed to the Owner, the Association shall have the right to levy a Special Assessment against the Owner and the Town Home owned by the Owner which Special Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred by levying the Assessment. Said Special Assessment shall be due and payable at such time or in such installments as may be determined by the Committee, in its sole discretion.

9. Liquidated Damages. In the event of a violation of the Covenants, Conditions and Restrictions set forth in the Articles, the Committee shall have an additional remedy of fixing liquidated damages for such violation. The liquidated damages shall range from one dollar (\$1.00) to fifty dollars (\$50.00) per day and the amount shall be established by the Committee in the exercise of their discretion taking into consideration the severity of the violation. The damages shall be paid by the Owner who is in violation of the Covenants, Conditions and Restrictions and the Association shall have a Lien upon such Town Home or Town Homes to secure payment.

10. Interest. Should the Owner fail, neglect or refuse to satisfy and discharge any Lien arising hereunder within thirty (30) days, the Committee shall have the right to add interest on such Liens at the rate of eighteen percent (18%) per annum and shall further be entitled to receive all costs of collection, including reasonable attorney's fees, and shall be entitled to foreclose said Lien in the manner provided by law.

ARTICLE X
GENERAL PROVISIONS

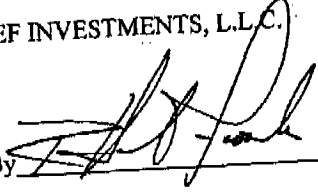
1. Duration. This Declaration shall run with the land and shall continue in force for a term of thirty (30) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded meeting the requirements of an amendment to this Declaration as set forth herein.
2. Amendment. A resolution for amendment to the Articles may be proposed by the Committee, or an Owner through the Committee. Notice of the subject matter of a proposed amendment to the Articles in reasonably detailed form shall be included in a notice to all Owners. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than ninety percent (90%) of the total voting power of the Association. A certificate, signed and sworn to by two (2) members of the Management Committee, that the record Owners of the required number of Town Homes have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any changes to this Declaration shall be recorded promptly.
3. Declarant's Rights and Reservations. Declarant and contractors hired by Declarant are undertaking the work of constructing the buildings, infrastructure and other improvements upon the Property to support the development of the Property. The completion of that work is essential to the welfare of said Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community in a prudent manner, nothing in this Declaration shall be understood or construed to: a) prevent Declarant, its contractors, or sub-contractors from doing on the Property or any Town Home thereof, whatever is reasonable, necessary advisable in connection with the completion of said work, and from conducting on any part of the Property its business of completing said work, or b) prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work, and establishing said Property as a residential community, and disposing of town home Town Homes by sale or otherwise, or c) prevent Declarant from maintaining such signs, stakes, flags or other advertising devices on any of the properties as may be necessary for the sale or disposition of said town homes.
4. Acceptance. Each grantee of a conveyance or purchaser under contract or agreement of sale by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the Covenants, Conditions and Restrictions, easements and agreements set forth in this Declaration and agrees to be bound by the same.
5. Mortgage. Nothing contained in this Declaration shall impair or defeat the Lien of any mortgage of deed or trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all the restrictions and provisions hereof

6. Non-waiver. The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitude for the protection and benefit of each Town Home in Lexington Village, and failure by the Declarant or any other Person or Persons entitled to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.
7. Severability. Each and every of the Covenants, Conditions and Restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such Covenants, Conditions or Restrictions shall be held to be invalid, unenforceable or in conflict with any law of the jurisdiction the Project is situated, all remaining Covenants, Conditions or Restrictions shall nevertheless remain unaffected and in full force and effect.
8. Conflict of Governing Documents. If there is any conflict among or between the Governing Documents, the provisions of this Declaration shall prevail with subordinate authority given to the Articles and Bylaws of the Association.
9. FHA and VA Approval. As long as there is a Class B membership in the Association, the following actions will require the prior approval of the FHA and the VA: Annexation of additional property, mergers and consolidations, dedications or mortgaging of Common Area, special assessments and amendment of this Declaration.
10. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Town Home in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Town Home, agrees to hold Declarant harmless therefrom.
11. Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and its Members, the Association and the Members hereby waive and release all claims against one another, the Management Committee and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of such Persons.
12. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitude which shall run with the land and this Declaration and its servitude shall be binding upon Declarant, its successors and assigns and upon all Owners or subsequent Owners, their grantees, mortgagees, successors, heirs, executors) administrators, devisees and assigns.
13. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

- 14. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.
- 15. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 7 day of June 2007.

JEF INVESTMENTS, L.L.C.

By  _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
 County of Cache)

On the 9th day of JUNE 2003, personally appeared before me Jeffrey A. Hoggan who being by me duly sworn, did say that he is the Manager of JEF Investments, L.L.C. and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and Operating Agreement, and the aforesaid individuals acknowledged to me that said Company executed the same.

Jane Anderson
Notary Public

Residing at:

Commission expires:

EXHIBIT "A"

Rodeo Lane PUD Subdivision
BOUNDARY DESCRIPTION

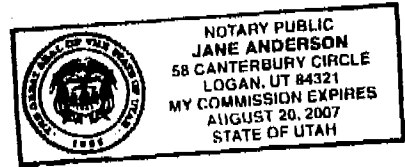


EXHIBIT "B"

**AMENDED BYLAWS
OF
RODEO LANE HOMEOWNERS ASSOCIATION
A UTAH NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Rodeo Lane Homeowners Association, a Utah Non-Profit Corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 495 North 1000 West, Logan, Utah 84321 but meetings of members and Managers may be held at such places within the State of Utah, County of Cache, as may be designated by the Management Committee.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise requires, all definitions shall be as found in the Declaration of Covenants, Conditions and Restrictions and the Utah Condominium Ownership Act.

**ARTICLE III
MEMBERS AND MEETINGS**

Section 1. Voting Powers/Requirements. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

75% of the Town Homes are deeded to homeowners; or

On November 29, 2005

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Management Committee, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, first class, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
MANAGEMENT COMMITTEE; SELECTION; TERM OF OFFICE

Section 1. Number. A Management Committee consisting of three (3) Managers shall manage the affairs of this Association. The Managers must be members of the Association, excepting that until such time as the requirements of Article II, Section 8 of the Declarations are fulfilled the Management Committee shall consist of the Initial Managers as set forth in the Articles of Incorporation.

Section 2. Term of Office. In accordance with the requirements of Article II, Section 8 of the Declarations, the members shall elect Managers for a term of three years.

Section 3. Removal. Subject to the provisions of Article II, Section 8 of the Declarations and Article IV, Section 1 of these Bylaws, any Manager may be removed from the Committee, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Manager, his successor shall be selected by the remaining members of the Committee and shall serve for the un-expired term of his predecessor.

Section 4. Compensation. Managers shall be compensated in accordance with the Declarations.

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

ARTICLE V
NOMINATION AND ELECTION OF MANAGEMENT COMMITTEE

Section 1. Nomination. Nomination for election to the Management Committee shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Management Committee, and two or more members of the Association. The Nominating Committee shall be appointed by the Management Committee prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Management Committee as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Management Committee shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF MANAGERS

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

Section 2. Special Meetings. Special meetings of the Management Committee shall be held when called by the president of the Association, or by any two Managers, after not less than three (3) days notice to each Manager.

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

ARTICLE VII
POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

Section 1. Powers. The Management Committee shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish assessments and service charges as outlined in the Declarations and to take all other actions as outlined in the Declarations;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

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

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

Section 2. Duties. It shall be the duty of the Management Committee to:

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

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

(c) all duties set forth in the Declarations;

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

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

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

(g) cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Management Committee, a secretary, and a treasurer, and such other officers as the Committee may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Management Committee following each annual meeting of the members.

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

Section 4. Special Appointments. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may, from time to time, determine.

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

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

Section 7. Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Management Committee; shall see that orders and resolutions of the Management Committee are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) 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 Management Committee.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Management Committee and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Management Committee and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Management Committee.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Management Committee; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and 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 members.

ARTICLE IX

COMMITTEES

The Management Committee shall establish a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Management Committee shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours; be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

Assessments shall be levied as more fully set forth in the Declarations.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lexington Village Homeowners Association.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. 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.

Section 3. HUD/VA has the right to veto any amendments so long as there is a Class B membership.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end the 3 day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

I, R. Hal Fronk, as secretary of Rodeo Lane Homeowners Association hereby certify that the foregoing constitute the bylaws of this corporation as adopted and in full force and effect on this 9TH day of ~~November~~ JUNE 2004.

JUNE 2004



STATE OF UTAH)

:ss

County of Cache) *2004 JA*

On the *9th* day of *June* ~~2003~~, personally appeared before me R. Hal Fronk, known to be the Secretary of Rodeo Lane Homeowners Association, authorized agent for the corporation that executed the within and foregoing instrument and acknowledge the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Management Committee, for the uses and purposes therein mentioned and on oath states that he was authorized to execute the instrument. In witness whereof I have set my hand and affixed my seal this *9th* of *June* ~~2003~~ *2004 JA*

Jane Anderson

Notary Public

Residing at:

Commission expires:

