

**ARTICLES OF INCORPORATION
OF
FARMINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
OF
FARMINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (as amended, "Act") and adopts the following articles of incorporation ("Articles").

**Article 1
NAME**

The name of the Corporation is Farmington Meadows Homeowners Association, Inc.

**Article 2
DURATION AND MEMBERS**

The Corporation will have perpetual existence. The Owners will constitute the Members of the Corporation. Membership in the Association will be mandatory and will be appurtenant to the Lot in which the Member has the necessary interest. The rights and obligations of a Member will not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer will automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

**Article 3
REGISTERED OFFICE AND AGENT**

The address of the registered office of the Corporation is 90 S 400 W, Ste 200, Salt Lake City, UT 84101-1365. The Corporation's registered agent at such address is Boyer Farmington Meadows, L.C., a Utah limited liability company.

**Article 4
DEFINITIONS**

4.1 **Declaration.** The Declaration of Covenants, Conditions and Restrictions for Farmington Meadows, recorded _____, 2007, as Entry No. _____ in Book _____ at Page _____ of the official records of Davis County, Utah.

4.2 **Declarant Control Period.** The period commencing on the date on which the Declaration was recorded and ending upon the termination of Declarant's Class B Membership under the Declaration.

4.3 **Trustee.** A member of the Board.

4.4 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein will have the meanings attributed to them in the Declaration.

Article 5

PURPOSES

5.1 Purposes. The Association, which is organized as a nonprofit corporation, has the following purposes:

- (a) To manage, operate, insure, construct, improve, repair, replace, alter, and maintain the Common Areas;
- (b) To provide certain facilities, services, and other benefits to the Members;
- (c) To administer and enforce the covenants, conditions, restrictions, reservations, and easements created by the Declaration;
- (d) To levy, collect, and enforce the assessments, charges, and liens imposed pursuant to the Declaration;
- (e) To enter into agreements with other Persons, including, without limitation, easements, licenses, leases, and other agreements, with or without the vote or consent of the Members or of any other Person, for facilities and services that serve the Association;
- (f) To take any action that it deems necessary or appropriate to protect the interests and general welfare of the Members;
- (g) To regulate and manage the Property; and
- (h) To execute and record, on behalf of all Members, any amendment to the Declaration or the Plat which has been approved by the vote or consent necessary to authorize such amendment.

5.2 Powers.

(a) Unless expressly prohibited by law, the Declaration, or the Bylaws, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred on it by the Act, the Declaration, or the Bylaws; and (iii) exercise all powers that may be exercised in Utah by nonprofit corporations.

(b) Without in any way limiting the generality of Section 5.2(a), the Association may, but is not obligated to:

- (i) To the extent not provided by a public, quasi-public, or private utility provider, provide certain facilities and services to the Members, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable and/or satellite television, and other utility services, (C) parking facilities, and (D) trash collection facilities and services for residential purposes only;

(ii) Acquire, sell, lease, and grant easements over, under, across, and through the Common Areas that are reasonably necessary to the ongoing development and operation of the Property;

(iii) Borrow money and grant security interests in the Common Areas and in the assets of the Association as collateral therefor;

(iv) Make capital improvements, repairs, and replacements to the Common Areas; and

(v) Hire and terminate managers and other employees, agents, and independent contractors.

5.3 Restrictions on Purposes and Powers.

The purposes and powers of the Association described in Sections 5.1 and 5.2 are subject to the following limitations:

(a) The Association will be organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.

(b) No part of the net earnings of the Association will inure to the benefit of any Member, except as expressly permitted in Section 5.3(c) with respect to the dissolution of the Association.

(c) The Association will not pay any dividends. No distribution of the Association's assets to Members will be made until all of the Association's debts are paid, and then only upon the final dissolution of the Association as permitted in the Declaration. Upon payment of all of the Association's debts and final dissolution, any remaining assets of the Association will be distributed among the Members in accordance with the terms and conditions of the Bylaws or in accordance with the Act.

Article 6 VOTING

6.1 Votes attributable to each Lot may be voted in connection with issues presented to the Members for vote, whether participating in a meeting in person, by proxy, or by written ballot, in accordance with the Bylaws.

6.2 Members will be entitled to one vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot will be a Member, in no event will more than one vote exist or be cast on the basis of a single Lot.

6.3 If the Owners of a Lot cannot agree among themselves as to how to cast their vote on a particular matter, they will lose their right to vote on such matter. If any Owner casts a vote

representing a particular Lot, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Lot, unless objection thereto is made by an Owner of that Lot (a) to the person presiding over the meeting at the time the vote is cast; or (b) in the case of a written ballot, in writing to the Board, which writing must be received by the Board no later than the time by which a ballot must be received by the Association in order to be counted. If more than the number of allocated votes is cast for any particular Lot, none of such votes will be counted and all of such votes will be deemed null and void other than to determine whether a quorum exists.

Article 7

BOARD

7.1 Board.

(a) Except as otherwise provided in the Declaration, these Articles, and the Bylaws, the business and affairs of the Association will be controlled, conducted, and managed by the Board and by such officers as the Board will elect or appoint in accordance with the Bylaws.

(b) The Board may act on behalf of the Association in all cases, except to: (i) amend or terminate the Declaration; (ii) terminate the Association; (iii) elect Trustees, other than to fill a vacancy for the unexpired portion of any Trustee's term; or (iv) determine the number, qualifications, powers, duties, or terms of office of Trustees.

(c) The Board will consist of three Trustees, elected by the Members. Terms of office of Trustees will be as set forth in the Bylaws.

7.2 Declarant Control Period. Notwithstanding anything to the contrary in Section 7.1, during the Declarant Control Period the Board will consist of three Trustees who will be appointed by Declarant and will serve until replaced by Declarant or until their successors take office following the end of the Declarant Control Period, whichever occurs earlier. The names and addresses of the initial Trustees are as follows:

Name	Address
Nathan W. Pugsley	39 E Eagleridge Dr, Ste 102 North Salt Lake, UT 84054-2641
Devon M. Glenn	90 S 400 W, Ste 200 Salt Lake City, UT 84101-1365
Patrick S. Moffat	90 S 400 W, Ste 200 Salt Lake City, UT 84101-1365

Article 8
LIABILITY AND INDEMNIFICATION

8.1 **Limits on Trustees' Liability.** To the fullest extent permitted by the Act, a Trustee will not be liable to the Association or the Members for monetary damages for breach of fiduciary duty.

8.2 **Indemnification.** To the fullest extent permitted by the Act, the Association will indemnify each Trustee and each officer, employee, fiduciary, and agent of the Association.

8.3 **No Retroactive Application.** Any repeal or modification of this Section 8.1 will be prospective only and will not adversely affect any right or protection of a Trustee existing at the time of such repeal or modification.

Article 9
BYLAWS

The initial Bylaws will be adopted by the Board. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with the Declaration or these Articles. Subject to the provisions of the Declaration, the Board will have the power to alter, amend, or repeal the Bylaws from time to time and to adopt new Bylaws. If, however, the Members make, amend, or repeal any provision of the Bylaws, the Board will not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action. The Members may make, amend, or repeal any Bylaw by an affirmative vote of no less than 67% of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy, or by written ballot, together with the approval of the Class B Member, if any.

Article 10
AMENDMENT

Except as limited by law or the Declaration, the Association may amend, alter, change, or repeal any provision contained in these Articles by an affirmative vote of no less than 67% of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy, or by written ballot, together with the approval of the Class B Member, if any.

The undersigned incorporators have executed these Articles of Incorporation as of August 29,, 2007.

Boyer Farmington Meadows, L.C.,
a Utah limited liability company
by its manager:

The Boyer Company, L.C.,
a Utah limited liability company

By: [Signature]

Name: [Signature]
Title: Manager

Woodside Farmington Meadows, LLC,
a Utah limited liability company

By: [Signature]

Name: Nathan W. Pugsley
Title: President Manager

The undersigned hereby accepts appointment as registered agent for the Corporation.

Boyer Farmington Meadows, L.C.,
a Utah limited liability company
by its manager:

The Boyer Company, L.C.,
a Utah limited liability company

By: [Signature]

Name: [Signature]
Title: Manager

Woodside Farmington Meadows, LLC,
a Utah limited liability company

By: [Signature]

Name: Nathan W. Pugsley
Title: President Manager

**BYLAWS
OF
FARMINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.**

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**BYLAWS
OF
FARMINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.**

AUGUST 29, 2007

**Article 1
DEFINITIONS**

As used in these Bylaws, the terms set forth below will have the following meanings:

1.1 **Annual Meeting.** The annual meeting of the Members, to be held each calendar year beginning in 2008.

1.2 **Board Meeting.** Any Regular Meeting or Emergency Meeting.

1.3 **Emergency Meeting.** Any meeting of the Board held pursuant to Section 5.7.

1.4 **Meeting.** Any Annual Meeting or Special Meeting.

1.5 **Notice.** The written notice of Annual Meeting or Special Meeting delivered to the Members in accordance with Section 3.4.

1.6 **Regular Meeting.** Any meeting of the Board held pursuant to Section 5.6.

1.7 **Special Meeting.** Any special meeting of the Members held pursuant to Section 3.2.

1.8 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein will have the meanings given to them in the Declaration or the Articles.

**Article 2
OFFICE**

The Association is a Utah nonprofit corporation, with its principal office located at 90 S 400 W, Ste 200, Salt Lake City, UT 84101-1365.

**Article 3
MEETINGS OF MEMBERS**

3.1 **Annual Meetings.** The first Annual Meeting will be held during the year 2008 at a time and in a month specified by the Board. Subsequent Annual Meetings will be held during the same month each year. Annual Meetings will be held for the purpose of electing Trustees and for the transaction of such other business as may come before the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Members may be called at any time by the Class B Member, the Board, or the president of the Association, or upon the written request

of at least 30% of the votes entitled to be cast by the Class A Members. Special Meetings may only be held for the purposes set forth in the Notice thereof.

3.3 Place of Meetings. The Board may designate any place within the County as the place for any Annual Meeting, or for any Special Meeting called by the Board, the president of the Association, or the Class A Members. The Class B Member may designate any place within the County as the place for any Special Meeting called by the Class B Member. Members may participate in Meetings by any means of electronic or telephonic communication through which all Members and other participants may simultaneously hear one another during the Meeting. Members who participate in a Meeting by such means will be considered present for all purposes, including the presence of a quorum.

3.4 Notice of Meetings. Notice of each Meeting stating the place, date, and time of the Meeting and the purpose or purposes for which the Meeting is called, will be delivered personally or by mail to each Member entitled to vote at the Meeting, not less than 10 nor more than 50 days before the date of the Meeting. If mailed, the Notice will be deemed to be delivered when deposited in the United States mail, addressed to the Member at its address as it appears in the records of the Association, with postage thereon prepaid. The Board may set a record date for determining the Members entitled to Notice. The Association will give Notice at the Association's expense of any Special Meeting called by the Class A Members pursuant to Section 3.2.

Article 4 VOTING; QUORUM

4.1 Voting. Votes will be allocated as set forth in Article 2 of the Declaration.

4.2 Quorum. The number of Members participating in a Meeting in person, by proxy, or by written ballot will constitute a quorum.

4.3 Voting Method. Votes may be cast in person, by proxy, or by written ballot.

4.4 Action by Proxy. Every proxy must be executed in writing by the Member or its duly authorized attorney-in-fact and filed with the secretary of the Association before or at the time of the Meeting. No proxy will be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

4.5 Action by Written Ballot.

(a) Any action that may be taken at any Meeting may be taken without a Meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot will set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a Meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot will be considered to have participated in a Meeting for all purposes.

(b) All solicitations for votes by written ballot will: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Trustees; (iii) specify the time by which a written ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot has the same effect as action taken at a Meeting.

(e) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any Meeting, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such Meeting. A valid written ballot will be counted equally with the votes of Members in attendance at any Meeting for every purpose.

4.6 Majority Vote. The affirmative vote of a majority of the votes entitled to be cast by the Class A Members participating in a Meeting in person, by proxy, or by written ballot will be the act of the Members, unless the vote of a greater number or the vote of the Class B Member is required by the Declaration, the Articles, or these Bylaws.

4.7 Greater Quorum or Voting Requirements. An amendment to the Articles or these Bylaws that adds, changes, or deletes a greater quorum or voting requirement will meet the same quorum requirement and be adopted by the same vote required to take action under the greater of the quorum and voting requirements then in effect or proposed to be adopted.

Article 5

BOARD

5.1 Declarant Control Period. Sections 5.2 through 5.11 and Article 6 will be subject to this Section 5.1. During the Declarant Control Period, the Board will consist of three Trustees, who will be appointed by Declarant in its sole discretion and will serve until replaced by Declarant or until their successors take office following the end of the Declarant Control Period, whichever occurs earlier. Declarant will have the exclusive right to appoint and remove all Trustees and officers during the Declarant Control Period.

5.2 Number, Election, and Term of Trustees. The Board will consist of three Trustees. Trustees will be elected at the Annual Meetings by a majority vote of the Members participating in the Annual Meeting in person, by proxy, or by written ballot. Subject to Sections 5.3 and 5.4, each Trustee will serve a one-year term, which term will commence at the close of the Annual Meeting at which the Trustee is elected and expire at the close of the Annual Meeting at which the Trustee's successor is elected.

5.3 Removal of Trustees. A Trustee may be removed, with or without cause, by a vote of at least 67% of the votes entitled to be cast by the Members participating in a Meeting in person, by proxy, or by written ballot.

5.4 Replacement of Trustees.

(a) A vacancy on the Board created by the resignation or death of a Trustee will be filled by majority vote of the Board, though less than a quorum. Any vacancy on the Board created pursuant to Section 5.3 will be filled by a majority vote of the Members.

(b) Any Trustee elected or appointed pursuant to this Section 5.4 will hold office for the remainder of the unexpired term of the Trustee being replaced.

5.5 Resignations; Vacancies. Any Trustee may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation will take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

5.6 Regular Meetings. A Regular Meeting of the Board will be held immediately after, and at the same place as, each Annual Meeting of the Members. A Regular Meeting of the Board may be held immediately after, and at the same place as, any Special Meeting of the Members. Regular Meetings may be held without call or formal notice. Any business may be transacted at a Regular Meeting.

5.7 Emergency Meetings. An Emergency Meeting of the Board may be held at any time when called by the president of the Association or by two or more Trustees, upon the giving of at least seven days' prior notice of the time and place thereof to each Trustee by hand-delivery, prepaid United States mail, fax, email, or telephone. A notice of an Emergency Meeting need not state the purposes for holding the Emergency Meeting. No notice of any adjourned Board Meeting will be required.

5.8 Place of Meetings. The Board may designate any place within the County to hold a Board Meeting. Trustees may participate in any Board Meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Trustees who participate in a Board Meeting by such means will be considered present for all purposes, including the presence of a quorum.

5.9 Quorum. A majority of Trustees will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board Meeting from time to time. When a quorum is present at any Board Meeting, a majority of the Trustees in attendance will, unless otherwise required by the Articles or these Bylaws, decide any question brought before such meeting.

5.10 Waiver of Notice. Before, at, or after any Emergency Meeting, any Trustee may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Trustee at any Emergency Meeting will be a waiver of notice by such Trustee except when such Trustee attends the Emergency Meeting for the express purpose

of objecting to the transaction of business based on a claim that the Emergency Meeting was not duly called or convened.

5.11 Informal Action by Trustees. Any action required or permitted to be taken at a Board Meeting may be taken without such meeting if a written consent setting forth the action so taken is signed by all of the Trustees entitled to vote with respect to the subject matter thereof. Such consent will have the same force and effect as a unanimous vote of the Trustees.

Article 6

OFFICERS AND AGENTS

6.1 General. The officers of the Association will be a president (who will be chosen from among the Trustees), a vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by these Bylaws or by the Board, such officer, agent, or employee will follow the orders and instructions of the president.

6.2 Removal of Officers. The Board may remove any officer, with or without cause, and elect a successor at any Board Meeting.

6.3 Vacancies. A vacancy in any office will be filled by the Board for the unexpired portion of the term.

6.4 President. The president will be the chief officer of the Association. The president will preside at all Member Meetings and Board Meetings. The president will have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration and the Articles on behalf of the Association.

6.5 Vice President. The vice president will assist the president and will perform the duties assigned to him by the president or the Board. In the absence of the president, the vice president will have the powers and perform the duties of the president.

6.6 Secretary. The secretary will:

- (a) Keep the minutes of the proceedings of Member Meetings and Board Meetings;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws and the Declaration;

(c) Maintain the records of the Association, including a record containing the names and registered addresses of all Members, the designation of the Lot(s) owned by each Member, and, if a Lot is Mortgaged, the name and address of each Mortgagee; and

(d) Perform all other duties incident to the office of secretary and the duties assigned to him by the president or the Board.

6.7 Treasurer. The treasurer will be the principal financial officer of the Association and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association. The treasurer will receive and give receipts and acquittances for moneys paid in on account of the Association and will pay out of the funds on hand all bills, payrolls, and other just debts of the Association upon maturity. The treasurer will perform all other duties incident to the office of treasurer and, upon request of the Board, make such reports to it as may be required at any time. The treasurer will, if required by the Board, give the Association a bond for the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property in his possession or under his control belonging to the Association. The treasurer will have such other powers and perform such other duties assigned to him by the president or the Board.

Article 7

PROOF OF OWNERSHIP; REGISTRATION OF ADDRESS; LIENS; ASSOCIATION ADDRESS

7.1 Proof of Ownership. Each Person on becoming an Owner of a Lot will furnish to the Association a copy of the recorded instrument vesting that Person with an ownership interest in the Lot. Such copy will remain in the records of the Association. An Owner who fails to satisfy this requirement will not be deemed a Member in good standing and will not be entitled to vote at any Meeting.

7.2 Contact Information. Each Member is required to register a mailing address, a phone number, and an email address with the Association within ten days of becoming a Member. The contact information of each Member will be kept in the records of the Association. Members must notify the Association of any change in contact information within ten (10) days of the change. Any notice mailed to a Member's registered address or to the address on file with the County Recorder will be deemed duly delivered.

7.3 Address of the Association. The address of the Association will be 90 S 400 W, Ste 200, Salt Lake City, UT 84101-1365. The Association's address may be changed from time to time upon written notice to all Members and all listed Mortgagees.

7.4 Liens. Any Owner who Mortgages its Lot will give the Association written notice of the name and address of the Mortgagee and will file true, correct, and complete copies of the note and security instrument with the Association.

Article 8
SECURITY INTEREST IN MEMBERSHIP

The Owner of a Lot will have the right to appoint the Mortgagee of its Lot as its true and lawful attorney-in-fact to exercise any and all rights, privileges, and powers that the Owner has as a Member by filing a proxy with the secretary of the Association. A release of the Mortgage covering the Lot will operate to revoke the proxy. An Owner who appoints its Mortgagee as attorney-in-fact will not be relieved of its duties and obligations as a Member, nor will the appointment impose upon the Mortgagee the duties or obligations of an Owner.

Article 9
FISCAL MANAGEMENT

9.1 **Fiscal Year.** The fiscal year of the Association will be the calendar year.

9.2 **Assessment Procedures.** The Annual Assessment will be due on the first business day of the Association's fiscal year. The Board will fix the amount of the Annual Assessment against each Lot and notify each Member in writing thereof at least 30 days before the beginning of the Association's fiscal year. Failure of the Board to timely levy an Annual Assessment will not relieve a Member of its obligation to pay the Annual Assessment. All other Assessments will be due within 30 days of the delivery of written notice thereof by the Board.

Article 10
AMENDMENTS

10.1 **By the Board.** Except as limited by law, the Declaration, the Articles, or these Bylaws, the Board may make, amend, or repeal these Bylaws at any Board Meeting. Notwithstanding the foregoing, the Board may not amend or repeal any bylaw created by the Members in such manner as to defeat or impair the object of the Members in taking such action.

10.2 **By Members.** Except as limited by law, the Declaration, or the Articles, these Bylaws may be amended or repealed by a vote of at least 67% of the votes entitled to be cast by the Class A Members at any Annual Meeting, or at any Special Meeting called for that purpose, together with the approval of the Class B Member, if any.

**CERTIFICATE OF ADOPTION OF BYLAWS
OF
FARMINGTON MEADOWS HOMEOWNERS ASSOCIATION, INC.**

Adoption by Incorporator

The undersigned incorporator of Farmington Meadows Homeowners Association, Inc., hereby adopts the foregoing Bylaws as the Bylaws of the Association.

Boyer Farmington Meadows, L.C.,
a Utah limited liability company,
by its manager:

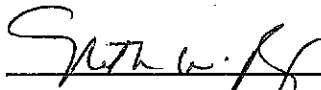
The Boyer Company, L.C.,
a Utah limited liability company

By: 

Name: Daniel M. Boyer

Title: Manager

Woodside Farmington Meadows, LLC,
a Utah limited liability company,

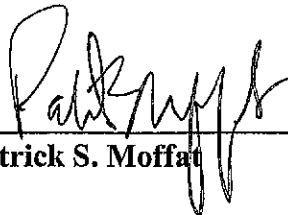
By: 

Name: Nathan W. Piggley

Title: President Manager

Certificate by Secretary of Adoption by Incorporator

The undersigned hereby certifies that he is the duly elected, qualified, and active Secretary of Farmington Meadows Homeowners Association, Inc., and that the foregoing Bylaws were adopted as the Bylaws of the Association on AUGUST 29, 2007, by the above-named incorporator.


Patrick S. Moffat