

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

THE NORTH BENCH FARMS  
RESIDENTIAL SUBDIVISION

IN

OAKLEY, UTAH  
84055

ADOPTED AS AN APPENDIX  
TO THE  
NORTH BENCH HOMEOWNERS ASSOCIATION (HOA)  
BYLAWS

As Amended September 23, 2010

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When recorded return to:

North Bench Homeowners Association (HOA)  
c/o NBFHOA Secretary P.O. Box 142 Oakley, UT 84055

**ENTRY NO. 00908390**

10/11/2010 09:58:06 AM B: 2051 P: 0936

Declaration PAGE 1/28

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 165.00 BY NORTH BENCH HOMEOWNERS ASSOCIATION



## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH BENCH FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE NORTH BENCH FARMS SUBDIVISION (this "Declaration") is executed this sixth day of December 2001, by North Bench Farms, L.L.C., a Utah limited liability company, (the "Developer" with reference to the following:

### RECITALS

A. Developer is the owner of certain real property located in Summit County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Developer has subdivided the Property into Lots 1 through 95, inclusive, of T111: NORTH BENCH FARMS SUBDIVISION.

C. Developer desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions and restrictions to enhance and protect the value and attractiveness of the Property, all in accordance with the provisions of this Declaration.

### COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions: The following definitions shall apply to this declaration.

a. "Architectural Control Committee" shall have the meaning given in Section 11.

b. "Assessment" shall mean a Lot Owner's portion of the Common Expenses or any other amount charged by the Association.

c. "Association" shall mean all of the Owners acting as a group and may or may not be incorporated as a non-profit corporation.

d. "Builder" shall mean an Owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.

e. "Common Expense" shall mean and refer to:

1) All sums lawfully assessed against the Owners;

- 2) Expenses of administration, maintenance, repair or replacement of the Common Area Parcels and the improvements constructed or installed thereon;
- 3) Expenses allocated by the Association among the Owners;
- 4) Expenses agreed upon as Common Expenses by the Board of Directors; and,
- 5) Expenses declared Common Expenses by the Declaration.

f. "Common Area Parcels" shall mean those parcels of land located within the boundaries of the Subdivision, which are deeded to the Association and which are presently described in Exhibit "B" attached hereto and incorporated herein with this reference, together with any additional parcels of land deeded to the Association for the purpose of being Common Area Parcels.

g. "Dwelling" shall mean the detached single-family residence, place of habitation, abode or living unit constructed upon a Lot.

h. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.

i. "North Bench Farms Home Owners Association Board of Directors" ("NBFHOA Board of Directors" or "Board of Directors") shall mean the committee of Lot Owners elected or appointed as outlined in the North Bench Farms Home Owners Association Bylaws to manage the Association and the Common Area Parcels.

j. "Member" shall mean each Owner who, by virtue of accepting a deed or other document of conveyance to a Lot, is deemed to be a shareholder in the Association.

k. "Membership in the Association" shall mean that shareholder interest, which is appurtenant to the ownership of a Lot in the Property, which may not be separated or partitioned there from and which shall automatically accompany the transfer or conveyance or an ownership interest in the Lot to which it relates.

l. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

m. "Subdivision" shall mean THE NORTH BENCH FARMS SUBDIVISION.

2. Area of Application: This Declaration shall apply to all of the Property.

3. Right to Expand Application: The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded.

4. Use Restrictions and Nature of the Property: The Lots are subject to the following use restrictions, which shall govern both the architecture of the Dwellings and the activities therein:

a. Residential Purposes. No Lot shall be used except for residential purposes.

b. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

c. Landscaping. All landscaping, grading and drainage of the land in each Lot shall be completed so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots. The Owner must have substantially completed the landscaping of his or her front yard within one hundred fifty (150) days of the date of occupancy and the back yard within one (1) year of the date of occupancy. All landscaping plans (including without limitation any and all fences, walls, hedges and other similar improvements) are subject to prior approval by the Architectural Control Committee. Upon approval and or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major landscaping change be made without approval of the Architectural Control Committee; provided, however, notwithstanding this section, all diseased trees and bushes must be removed by the Owner within a reasonable time after the diseased condition is discovered.

d. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, snow removal and irrigation are reserved, as set forth herein and in the legal description of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements, for which a public authority or utility company is expressly responsible.

e. Fence, Walls and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. No fence, wall, hedge or other similar structure shall be erected in any front yard of any adjoining Lot to a height in excess of six (6) feet any nearer to the street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6) feet in height. The only acceptable fencing materials are wood, masonry, vinyl or wrought iron.

f. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken, which may damage or

interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform to any established grading and drainage plan that has previously been designed by the Developer.

g. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon, which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No automobiles, vans, sport utility vehicles, trucks campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. Recreational, commercial, oversized or other motor vehicles may be stored on cement or gravel grade parking slabs on the side yards so long as they are in running condition, regularly used and properly licensed. The Board of Directors shall establish a set of enforcement standards for dealing with nuisances as defined in this section.

h. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition and stored in appropriate locations. The Board of Directors shall have the right to define what constitutes an "appropriate location." No unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours.

i. Temporary Structures. No Structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.

j. Rental Housing. No housing units may be used for short-term leasing or ski accommodation rentals. No units may be rented for a term less than six-months of continuous use by said occupant. Rental units require thirty (5) day written notification prior to move-in of tenants to the Board of Directors. Notification to the Board of Directors shall also include a declaration that the Owner has informed the tenants of the HOA and the CC&Rs. Owners are responsible for ensuring tenants comply with the CC&Rs including parking rules. If a housing unit is rented in violation of these terms the HOA Board of Directors has the option of evicting the renters at the expense of the housing unit owner.

k. Construction Time Following Purchase. The original grantee or grantees of any Lot from Developer within the Subdivision shall, within four (4) months from the purchase

date of said Lot, commence construction or landscaping upon the Lot, and having commenced construction shall continue therewith and have a residential structure upon such Lot ready for occupancy within twelve (12) months from the date construction is commenced. In cases of hardship, the Board of Directors may choose to allow more time for commencement or completion of construction, but a decision by the Board of Directors to do so in one (1) case shall not be deemed to have set a precedent for other cases. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the time period as specified, the Developer or its devisees or assignees shall have the exclusive option to buy said lot for the sum initially paid by the grantee in purchase of such Lot plus one-half (1/2) the cost of improvements constructed thereon as determined by their actual price or a third-party appraiser. The cost of any such appraisal shall be paid for solely by the grantees. Any construction of any structure on a Lot shall be continued diligently and completed within a reasonable time. A grantor or Owner may not avoid application of this provision by transferring a lot to an entity owned in whole or part by such grantee or Owner nor through the use of third parties and trusts for the benefit of the same.

l. Construction Area Restrictions. Once construction has begun, the construction of any building on any Lot shall be finished as promptly as reasonably possible. The construction and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility of sufficient size on the site during such period. If required in the sole discretion of the Board of Directors, the Owner of any Lot under construction shall act at its sole cost and expense to ensure that all dust, particulates, mud and other undesirable byproducts of construction shall be thoroughly controlled, mitigated and removed from the Lot under construction and any adjoining parking areas and roads pursuant to any and all applicable government regulations and in keeping with the wholesome, clean and nuisance-free environment sought to be created by this Declaration.

m. Water Restrictions. Consistent with the design of a secondary water system as contemplated by the development Agreement for the North Bench farms Project between Developer, Oakley City and Mountainlands Community Housing Association recorded with Summit County Recorder (the "Development Agreement"), the culinary water provided to the Owner of any Lot or provided for the Subdivision in general shall not be permitted to be used as irrigation water for the watering of lawns, gardens and similar landscaped yard areas. In addition, after taking into consideration the current and future water needs for the Subdivision together with the current water year and projected water fall amounts, the Board of Directors shall have the right, power and authority to regulate the days, times and amounts by which the Owner of any Lot may use the irrigation water to water his or her lawn, garden and similar landscaped yard areas.

5. Mandatory Association of Lot Owners. All Owners shall belong to the Association.

6. Management of Common Area Parcels. The Association shall exist for the purpose of managing, operating, maintaining, repairing and replacing, as necessary, the Common Area

Parcels and improvements constructed thereon. Upon the recordation of each phase of the Subdivision, Developer shall transfer the Common Area Parcels within such phase to the Association. The Common Area Parcels shall be maintained in accordance with the standards established by Oakley City and the Association shall take the necessary steps to insure such maintenance within twelve months of the recordation of each phase of the Subdivision (and the corresponding transfer of the Common Area Parcels). The matters for which the Association is responsible include but are not limited to the care, maintenance, repair and, as necessary, replacement of the grass and trees in the park strip, the shrubbery along the exterior fence, the exterior fence, the sidewalk, the sprinkling system or systems, The North Bench Farms marquee and landscaping, and the snow and ice removal from the sidewalks and common walkways. The exterior fence shall be located around the boundary of the Subdivision and shall consist of a mesh and two strand barb wire fence four feet high similar to other rural fencing presently used in the surrounding areas, except, however, at both entries to the Subdivision at which points the exterior fence shall consist of a four foot high, three rail decorative vinyl coated material as shown in that certain exhibit to the Development Agreement.

If, in the reasonable judgment of Oakley City, the Association consistently fails to maintain the Common Area Parcels and the improvements thereon in a clean, attractive and orderly manner and as otherwise contemplated in this Declaration, Oakley City may provide written notice to the Board of Directors of its intention to take control of such maintenance, upkeep and other duties heretofore belonging to the Association with respect to the Common Area Parcels and their improvements. Further, if within sixty (60) days after delivery of such notice the Association has not in Oakley City's reasonable judgment satisfactorily cured its problems and fully performed its maintenance duties (which written judgment also shall be delivered to the Board of Directors), then Oakley City may take temporary and/or permanent control of such maintenance, upkeep and other duties with respect to the Common Area Parcels and the improvements thereon, as Oakley City sees fit, and Oakley City shall have the right to collect and receive the Assessments in the manner generally provided herein) allocated by the Board of Directors for the Common Area Parcels during such period of time that Oakley City controls and or maintains the Common Area parcels.

7. Association and Board of Directors. The Association shall be organized by Developer no later than nine (9) months from the date of recordation of this Declaration (which shall be initially funded by Developer within twelve months from the date of recordation of this Declaration) and it shall be operated and controlled by a Board of Directors, subject to the following:

- a. Members of the Board of Directors. The Board of Directors shall be comprised of a minimum of five (5) and a maximum of nine (9) Owners, acting as a majority, who shall be duly qualified, elected or appointed in the manner set forth below:
- b. Voting. Each Owner shall have one (1) vote for each Lot that he owns.
- c. Voting Restrictions. The following restrictions apply to voting on Association issues, including but not limited to the election of Board of Directors Members: (1) No vote shall be cast or counted for any Lot not subject to assessment; (2) When more than one person or entity owns or holds an ownership interest in a Lot, the vote for such Lot shall be

exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one person or entity seeks to exercise it; (3) If an Owner has leased his Dwelling, then he may in the lease or other written instrument, assign the voting right appurtenant to that Lot to his tenant, provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting; and (4) The right of the Board of Directors to suspend an Owner's right to vote if he is not current on the payment of his Assessments or is in material violation of any of the terms, covenants or provisions set forth herein.

e. Terms. Board of Directors Members shall be elected to serve (2) year terms. Notwithstanding the preceding, Members may be elected to an initial one-year term to facilitate having staggered terms of service for the members. The election of Board members shall be arranged so that terms of the members are staggered.

f. Qualify. To qualify to serve on the Board of Directors, a person must be an Owner, must be nominated by an individual Owner or the legal representative of an organizational Owner in good standing and must be appointed or elected according to the rules outlined in the Bylaws.

g. Vacancies. Any vacant seat on the Board of Directors shall be filled with an Owner duly qualified, elected or appointed.

h. Dismissal. Any member of the Board of Directors who fails on three (3) successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) or all Board of Directors meetings (whether regular or special) held during any twelve (12) month period may be asked to forfeit his seat. In such cases, the remaining Board of Directors Members may elect a replacement to sit on the Board of Directors until the next meeting of the Association.

i. Removal of a Member of the Board of Directors. Members of the Board of Directors may be removed at any time by the affirmative vote of at least a majority of the Owners.

j. Replacement. Unless a member of the Board of Directors is removed by the affirmative vote of a majority of the Owners, he shall be replaced by an appointment of the remaining members of the Board of Directors. A member of the Board of Directors removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of those Owners present in person or by proxy at a special meeting called for that purpose.

k. Completion of Term. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Board of Directors until his successor qualifies and is properly elected by the Owners or appointed by the Developer.



I. No Compensation. Members of the Board of Directors shall not be compensated for their services, but shall be reimbursed for all expenses reasonably incurred in connection with Board of Directors business and approved by the Board of Directors.

8. Officers and Agents of the Association. The Board of Directors is the agent of the Association and it shall perform its functions through those members of the Board of Directors elected as officers. All officers shall be elected by the members of the Board of Directors. The Board of Directors may also perform its duties through such agents or employees as the Board of Directors may employ or appoint. Any Board of Directors officer, agent, or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Board of Directors; provided, however, any "Officer" so removed shall continue to be a member-at-large of the Board of Directors. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Board of Directors, and their respective powers and functions, shall be as follows:

a. President. The President shall be the chief executive of the Association and shall exercise general supervision over the property and the affairs of the Association. The President shall preside over all meetings of both the Board of Directors and the Association. The President shall execute all instruments on behalf of the Board of Directors, unless he/she chooses to delegate that authority to another Board of Directors Member.

b. Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.

c. Secretary. The Secretary shall keep minutes of all of the meetings of the Board of Directors and the Association as well as all other books and records, which are required or made necessary.

d. Treasurer. The Treasurer shall have custody and control of the funds available to the Board of Directors. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of the operation of the Association. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Board of Directors Member.

9. Board of Directors Meetings. A regular meeting of the Board of Directors shall be held immediately after the adjournment of each annual Owner's meeting or at such other time as the members of the Board of Directors may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Board of Directors may determine, but no less than one (1) time per quarter. No notice need be given of regular Board of Directors meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Board of Directors. Written notice of all special meetings shall be delivered to each member of the Board of Directors at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting, which is attended by all members of the Board of Directors, may not be challenged on grounds of inadequate notice. A quorum for the transaction

of business at any Board of Directors meeting shall consist of a majority of all the Board of Directors Members then in office.

10. Status and General Authority of the Board of Directors. Any instrument executed by an officer of the Association or the Board of Directors that recites facts, which if true, would establish the 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 in good faith and for value relies upon said instrument. The Association shall constitute a legal entity capable of dealing in its own name or in the name of the Board of Directors. The Board of Directors shall have, and is hereby granted, the following authority and powers:

a. To Enter. The power and authority to enter into or upon any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right of way, utility or the Common Area Parcels. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Board of Directors or its representative shall exercise this power. In the event of an emergency entry without notice, the party entering the property shall leave in a conspicuous place written notice stating his name and title as well as the day, date, time and purpose of the entry.

b. Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and nonexclusive easements over, under, across, and through the Property as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights of way, utilities and Common Area Parcels.

c. Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration, which has been approved by the vote or consent necessary to authorize such amendment.

d. Standing. The power to sue and be sued.

e. Enter Into Contracts. The authority to enter into contracts, which in any way concern the Association, easements, rights of way, utilities or the Common Area Parcels.

f. Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Board of Directors in carrying out any of its functions or to insure that the easements, rights of way, utilities and Common Area Parcels are maintained and used in a manner consistent with their original design and construction.

g. Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

h. All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions, which may be reasonably necessary for the Board of Directors to perform its functions for and on behalf of the Owners.

Anything to the contrary notwithstanding, while Developer controls the Association and before the occurrence of the Events described herein, any amendments to the Declaration must be approved in writing and in advance by the Developer.

11. Architectural Control Committee. The Architectural Control Committee is an ad hoc committee which may be formed for the primary purpose of ensuring the harmonious development of the Lots in the Subdivision and that the buildings and landscaping placed thereon are attractive, of high quality and in keeping with the stylistic and thematic elements of the Subdivision in general. If and when the Architectural Control Committee is formed it shall consist of the following number of members and have the duties, powers, rights and responsibilities described hereafter and as otherwise set forth in this Declaration. If an Architectural Control Committee is not formed the duties, powers, rights, and responsibilities described hereafter and as otherwise set forth in this Declaration shall go to the Board of Directors:

a. Number of Members. The Architectural Control Committee shall consist of at least one (1) and not more than five (5) persons (who need not be Owners or Directors on the Board of Directors) appointed by the Board of Directors. In the event of the death or resignation or the refusal or inability to act of any member of the Architectural Control Committee, the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of the Architectural Control Committee.

b. Approval Procedure. Prior to the commencement of any excavations, construction, remodeling, or alteration to any structure theretofore completed, there shall first be filed with the Architectural Control Committee one (1) complete set of plans and specifications for such excavation, construction, remodeling, or alteration, together with a block or plat plan indicating the exact part of the Property the improvement will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and otherwise approved by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications, which in the Architectural Control Committee's sole discretion, are not desirable, and in so passing upon them the Architectural Control Committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling, or alterations and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The Architectural Control Committee may promulgate and maintain a set of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event the Architectural Control Committee fails to approve or disapprove in writing said plans within thirty (30) days of their submission for if revisions are

suggested, which require more time for resolution and everyone is acting in good faith, more time may be required, then said approval shall be deemed to have been given.

c. **General Powers.** The Architectural Control Committee shall report to the Board of Directors as often as the Board of Directors requires, but otherwise shall have the power and authority to take such actions as it deems necessary to keep any portion of a Lot and exterior of any structure maintained so that the same complies with the Declaration. In connection there with, the Architectural Control Committee may notify the Owner of a Lot or any violation hereunder, and after due notice, if the Owner fails to correct such violation, then in such event, the Architectural Control Committee shall cause the necessary corrections to be made and compliance hereunder to be effected and the cost and expenses thereof shall constitute a lien against the said Lot in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the Owner for the amounts involved. The Board of Directors may act to enforce any decision or ruling of the Architectural Control Committee.

d. **No Compensation.** No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

12. **Common Profits, Expenses and Voting Rights.** The common profits of the Association shall be distributed among and the Common Expenses shall be charged and the voting rights shall be allocated to the Owners equally. Each Owner, upon receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay his portion of the Common Expenses or any other Assessment levied against him(/her) or his(/her) Lot, including any fines resulting from a violation of the Declaration or any rule, regulation or determination adopted or made by the Board of Directors or the Architectural Control Committee as provided herein.

a. **Developer.** Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lots owned by it until such time as the occurrence of the earlier of the following:

1. The physical Dwelling structure on the Lot has been substantially completed, a certificate of permanent occupancy has been issued and the Lot has been sold; or
2. Developer elects in writing to pay the Assessment.

b. **Purpose of Common Expenses.** The Assessments provided for herein shall be used for the general purpose of operating the Association as well as maintaining, repairing and replacing the easements, rights of way, and the Common Area Parcels or improvements thereon.

c. **Budget.** At least thirty (30) days prior to the annual meeting of the Owners, the Board of Directors shall prepare and deliver to the Owners a proposed Budget, which:

1. Itemization. Shall set forth an itemization of the anticipated Common Expenses for a twelve (12) month calendar year, commencing with the following January 1.

2. Basis. Shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair and replacement of the easements, rights of way, and the Common Area Parcels as well as the management of the Association.

d. Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the annual Owner's meeting by the affirmative vote of a majority of the Owners. Notwithstanding the foregoing, however, if the Owners disapprove the proposed Budget and Assessment or the Board of Directors fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new Budget and Assessment schedule shall have been established, the Budget and Assessment schedule in effect for the then current year shall continue for the succeeding year.

e. Method of Payment of Assessments. The Board of Directors has the sole authority and discretion to determine how and when any Assessment is to be paid.

f. Personal Obligation of Owner. Each Owner is personally liable to pay any and all Assessments levied by the Board of Directors against him/her or his/her Lot; provided, however, no first mortgage or beneficiary under a first deed of trust who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments, which accrued prior to the acquisition of title.

g. Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days after a written request, shall be deemed conclusive evidence that all Assessments are paid current. The Board of Directors may require the advance payment of a processing charge not to exceed Fifteen and 00 100ths Dollars (\$15.00) for the issuance of such certificate.

h. Reserve Account. The Board of Directors shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements.

i. Statement of Common Area Assessments Due. Upon written request, the Board of Directors shall furnish to any Owner a statement of Assessments due, if any, on his/her Lot. The Board of Directors may require the advance payment of a processing charge not to exceed Fifteen and 00 100ths Dollars (\$15.00) for the issuance of such certificate.

j. Superiority of Common Area Assessments. All Assessments and liens created to secure the obligation to pay an Owner's share of the Common Expenses are superior to any homestead exemptions, to which an Owner may be entitled, which exemptions an Owner,

by accepting a deed or other document of conveyance or transfer to a Lot, expressly subordinates or waives.

k. **Suspension of Right to Vote for Non-Payment.** At the discretion of the Board of Directors, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his Assessments and has failed within ten (10) days after delivery of written notice of the default to cure or make satisfactory arrangements to cure the default.

13. **Special Assessments.** The Board of Directors, with the affirmative consent or approval of at least a majority of Owners, may levy a Special Assessment to pay for unanticipated expenses, an operation's budget shortfall or any capital improvement.

14. **Fines and Individual Assessments.** The Board of Directors may fine Owners and residents for the failure to comply with the Declaration of any rules and regulations adopted from time to time. In addition, individual assessments may be levied by the Board of Directors against a Lot or its Owner to compensate or reimburse the Association for:

- a. Costs incurred in enforcing or construing the Declaration;
- b. Costs associated with the maintenance, repair or replacement of any portion of the easements, rights of way and the Common Area Parcels or any improvements constructed or installed thereon damaged by an Owner or resident;
- c. Reinvestment fees or any other charge, fee or expense designed by the Board of Directors as an individual assessment; and
- d. Attorney's fees, late fees, default interest and collection costs provided, however, no fine or individual assessment shall be final until after the Owner or resident shall have received written notice thereof and a reasonable opportunity to be heard. After notice and hearing, the decision of the Board of Directors shall be binding, final and conclusive.

15. **Collections.** Assessments, fines and other monetary charges shall be collected as follows:

a. **Apportionment and Collection of Assessments.** The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and, is collectible as such. Suit to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien of the interest of the Owner in the Property, and upon the recording of notice of lien upon the Owners interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except:

1. Tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and,

2. Encumbrances on the interest of the Owner recorded prior to the date such notice is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

b. Late Fees and Accruing Interest. A late fee in the amount of Twenty-Five and 00 100ths Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on payments received more than ten (10) days after their due date. Simple interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Board of Directors may, in its sole discretion and under circumstances it deems fair and just, elect to waive fees and accruing interest, but is not required to do so.

c. Foreclosure of Lien and/or Personal Judgment. The Board of Directors may elect to institute a lawsuit, foreclose the lien or both in order to collect past due obligations.

d. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for his/her portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for herein by the abandonment of his/her Lot.

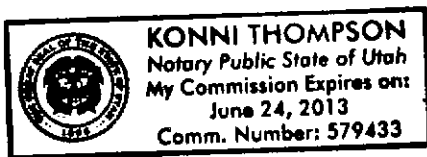
e. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of Any alleged failure of the Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration, or for inconvenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights of way or the Common Area Parcels, or any improvement constructed or installed thereon, for from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments if a separate and independent covenant on the part of each Owner.

Adopted as of this 30<sup>th</sup> day of SEPTEMBER, 2010.

[Signature] Signature

ALTON FRAZIER Printed Name  
President, Board of Directors, NBFHOA

Notary:



**JURAT**  
State of Utah  
County of Summit  
Subscribed and sworn/affirmed to before me this 30 day of Sept  
2010, by Alton Frazier  
Konni Thompson  
Notary Public  
My Commission Expires: June 24, 2013

BYLAWS OF THE  
NORTH BENCH FARMS HOMEOWNERS ASSOCIATION  
A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, as amended (the "URNCA"), the Board of Directors of the NORTH BENCH FARMS HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation (the "HOA"), hereby adopts the following Bylaws. Any capitalized terms not defined herein shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions (the CC&Rs) for the North Bench Farms.

ARTICLE I  
NAME AND PRINCIPAL OFFICE

1.1 Name: The name of the Association is as follows:

NORTH BENCH FARMS HOMEOWNERS ASSOCIATION (HOA)

1.2 Office: The office of the HOA will be the mailing address identified with the office of the Treasurer. Now: PO Box 142, Oakley, Utah, 84055.

ARTICLE II  
MEMBERS AND MEETINGS

2.1 Membership. The Members (collectively, the "Members") of the HOA shall be the owners of occupied lots (collectively, the "Lots") in the North Bench Farms Development. Membership is deemed an appurtenance to each Lot, and shall pass automatically to the owner of each Lot upon conveyance of title.

2.2 Annual Meetings. The annual meeting of the Members shall be held at the time and place designated by the Board of Directors of the Association by delivering proper notice of the annual meeting not less than seven (7) days before the date of the annual meeting. The purpose of the annual meeting is the election of directors (the "Directors") and to consider such other business as necessary for the benefit of the HOA. The annual meeting will be held once each year with Directors taking their offices effective immediately after the Annual Meeting for a two year term, as provided in Article III.

If the Directors are not elected at the annual meeting, the existing Directors shall continue to serve until their successors are named in a special meeting. Directors will be elected to staggered terms initially.

2.3 Special Meetings. Special meetings of the Members may be called by the Board of Directors or by the President of the Board of Directors, as they see fit, or by Members of the HOA representing a majority of the total voting power within the HOA. Any notice of special meetings shall state the time, place, and date of the meetings, and the matters to be considered at that



meeting. When a special meeting is called by the Members of the HOA, the notice shall be in writing and delivered to the President of the Board.

2.4 Place of Meetings. Meetings may be held within the State of Utah at the Oakley Town Hall on Center St. in Oakley, Utah. Alternate sites for meetings may be selected as necessary.

2.5 Notice of Meetings. The Board of Directors shall cause written, printed, or electronic notice of the date, time, place and purposes of all meetings of the Members. Notification will consist of physically posted agenda, electronically posted agenda on the HOA website, mailed or electronically-sent (e-mail) agenda or hand delivered agenda or any combination of the above not more than thirty (30) days but no less than seven (7) days prior to the meetings.

Each Member shall register his or her physical address and e-mail address with the HOA, and it shall be the obligation of the Member to provide notice of any change of address(es) to the HOA. If there are multiple owners of a Lot, they must designate one of them to receive the notice of the meetings on their behalf.

2.6 Members of Record and Voting. Upon purchasing a Lot in North Bench Farms, each Owner shall promptly notify the HOA of their ownership/tenant status. The HOA may require a copy of the deed or other instrument under which he or she acquired title to the Lot. Tenants may vote and represent the owner's interest if said owner provides a proxy declaration to that effect.

The persons appearing as Members of the HOA, in person or by proxy, are entitled to one vote per owned Lot. Persons unable to attend a meeting in which a vote is taken may cast a proxy vote if given in writing and presented to the Secretary of the HOA personally or through another Lot owner.

2.7 Majority Attendance at Meetings. At any meeting of the Members, the presence of the Members, in person or by proxy, shall constitute a quorum.

2.8 Simple Majority. On any matter placed before the Members for a vote, the matter shall be considered passed if there is an affirmative vote of the majority of the votes entitled to be cast by the Members constituting a quorum. Election of the Board of Directors and other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.9 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of the presence of a majority of the votes entitled to be cast or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.10

**Absentee Ballots**

A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the

Election Committee, but in no event shall the vote be cast more than fourteen (14) days prior to the voting date.

Ballot boxes containing absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

**Section 2.11 Mail-in Ballots**

Any action that may be taken by the Unit Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended from time to time.

A combination of mail-in ballots and “in person” ballots may be used.

The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III  
BOARD OF DIRECTORS

3.1 General Powers. The Board of Directors shall have authority to manage and control the property and affairs of the HOA. The Board of Directors may exercise all powers conferred upon them by law, by the Articles of Incorporation, by the CC&Rs or by these Bylaws, including, without limitation, conveying, transferring or otherwise disposing of all or any portion of the Common Areas, making assessments against Members for payment of their portion of the Common Expenses as provided and defined in the CC&Rs; making assessments against Members for payment of fees, fines and interest for violations of the CC&Rs; provided however, that those powers which are specifically reserved to the Members by laws, the Articles of Incorporation or the CC&Rs shall be exercised only by the Members. The Board of Directors may delegate to the officers or other appropriate persons such of its powers as are appropriately delegated.

3.2 Number, Tenure. There shall be an odd number of Directors on the Board, with a minimum of five (5) and a maximum of nine (9). Members of the Board of Directors shall elect Directors as the officers of the HOA as follows: President, Vice-President, Secretary, and Treasurer.

- a. The Board of Directors shall each serve for a term of two (2) years, but the Directors may be elected to a consecutive two year term. Directors may serve as often as elected given a break in service of two years after two terms. The Directors shall serve until the annual meeting at the end of the respective terms in which a Director's successor is elected, and the Director shall continue to serve until their successors have assumed office; provided, however, that a Director may resign at any time by giving written notice to the HOA and upon such resignation a replacement Director may be appointed by the remaining Directors to complete the term of the Director who resigned. At each annual meeting,

- b. Of the current Directors, four (4) will constitute an Executive Committee and they may exercise any and all rights, powers and interests granted to them by the Board of Directors, inclusive of, but not limited to, preparation of agendas and minutes; preparation and recommendation of budgets, fees and expenses; negotiating and entering into contracts and memorandum of understandings; recommendation of and hiring of personnel; and any other duties determined by the Board of Directors. Members of the Executive Committee shall be the President, Vice-President, Secretary, and Treasurer.

The Board of Directors shall have the power and authority to create committees as it sees fit and to appoint the members of those committees. Any committee created by the board shall report to the board.

3.3 Board Meetings and Special Meetings. The Board of Directors shall have at least one meeting per year. The Board of Directors may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, reviewing fiscal and budgetary reports, and similar matters. Board of Directors meetings will be closed for "executive or exigent agenda items" as determined by the Board of Directors. Such items may include, but not be limited to, legal matters, personnel discussions or for real estate property deliberations.

Special Meetings may be called by the Chairman of the Board of Directors or by a majority of the Board of Directors by giving notice to the other Board members. Notice of meetings of the Board of Directors will be given in writing or by telephone not more than thirty (30) days, and not less than five (5) days prior to the date of the meeting.

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

3.5 Deadlock. In the event of a deadlock the Board of Directors shall submit the matter to the Members of the HOA for determination.

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

3.7 Resignation or Removal. Any Director may resign at any time. Any Director may be removed prior to the end of his or her term of office by an affirmative vote of the Members. Three (3) consecutive, unexcused absences from the Board of Directors meetings may constitute reason for removal. Being delinquent in payment of HOA dues or assessments may also be reason for removal.

3.8 Vacancies. Vacancies on the Board of Directors may be filled by appointment of a successor by the remainder of the Board of Directors, provided that any such appointee will be confirmed

or rejected at the next regular meeting of the Members. Any such Director is to fill the balance of the vacant term which he or she has filled, and may stand for election at the expiration of that term.

3.9 Informal Action by Directors. The Directors may take any action they could take in a formal meeting without a formal meeting, provided that the action taken is authorized in advance in writing signed by a majority of the Board of Directors, and further provided that all of the Directors must have been given an opportunity to approve or reject the action. The Directors may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board of Directors meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

3.10 Ad Hoc Committees: The Directors may take action to form Ad Hoc Committees for the purpose of addressing specific issues or concerns of the HOA. Such committees will report to the Board of Directors and shall be time limited in their service. All committees will be reviewed for completion of duties and "sun setting" on an annual basis. The Board of Directors appoints the chair of ad hoc committees. Appointed chairs may one of the existing Directors or the Board may appoint someone who is not a Director to serve as a committee chair. Individuals appointed as committee chairs who are not already Directors do not assume any of the rights of Directors unless separately appointed or voted in as a Director as outlined above.

3.11 Directors Compliance with CC&Rs: Directors shall be in compliance with the NBFHOA CC&Rs, including payment of all dues and assessments, in order to participate in Board activities and vote on issues before the Board of Directors.

#### ARTICLE IV OFFICERS

4.1 Number. The Officers of the HOA shall consist of a President, Vice President, Secretary and Treasurer. The Board of Directors also may appoint any other officers, standing or ad-hoc committee chairs as it deems appropriate.

4.2 Appointment, Tenure. The Officers, as members of the Board of Directors, will be elected at their annual meeting and will serve for a two year term with the possibility of a second, consecutive two year term.

4.3 Duties of the President of the Board. The President of the Board shall preside at meetings of the Board and at meetings of the Members. He/she may sign, on behalf of the HOA, all legal documents approved by the Board of Directors, including deeds and mortgages and other contracts and shall have such other powers and responsibilities assigned to him/her in the CC&Rs or the Bylaws. In the event that the President of the Board resigns or is removed from office, he/she will still retain his position as a Director until such time as he/she is removed by the Members or resigns as a Director.

4.4 Duties of the Vice-President. The Vice-President may act in the absence of the President or perform all other assignments designated to the Vice-President by the Board of Directors.

4.5 Duties of the Secretary. The Secretary is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the HOA and Board of Directors, and cause notice of any meetings to be issued as called for in these Bylaws, to file annual reports, and to perform all other assignments designated to the Secretary by the Board of Directors.

4.6 Duties of the Treasurer. The Treasurer shall be responsible for keeping the accounts of the HOA and shall perform all other assignments designated to the Treasurer by the Board of Directors.

## ARTICLE V INDEMNIFICATION

5.1 Indemnification Against Third Party Actions. The HOA shall defend and indemnify the Board of Directors, Executive Committee and Officers against actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Directors to the fullest extent provided under Utah law. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of board and officer insurance premiums, reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment.

5.2 Indemnification Against Member Actions. The HOA shall defend and indemnify the Board of Directors against all actions, claims and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Directors and Officers to the fullest extent provided under Utah law. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment.

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

5.4 Liability Insurance. The Board of Directors may cause the HOA to purchase liability insurance in a reasonable amount necessary to cover general liability of the Association and to specifically cover the indemnity obligations described above.

ARTICLE VI  
AMENDMENT

6.1 Amendment of any Prior Bylaws; Conformity with the URNCA. These Bylaws shall amend and replace all other Bylaws, if any, heretofore entered into and executed for the HOA. These Bylaws shall comply with the terms and provisions of the URNCA and any and all actions necessary to do so shall be taken, including, without limitation, providing that the terms "Directors" and "Board of Directors" contained herein shall, to the extent necessary, be deemed "Trustees" and "Board of Trustees", respectively, under the URNCA.

6.2 Amendment. These Bylaws may be amended by the Members of the HOA from time to time by a majority vote of the Members present at a meeting called for that purpose. Notification to Members of proposed Bylaws revisions must be received at least 14 calendar days before the meeting called for the purpose of amending said Bylaws.

6.3 Roberts Rules of Order. In so far as possible, Roberts Rules of Order will prevail as the procedural guideline for conducting meetings of the Board of Directors and/or HOA.

Adopted as of this 27<sup>th</sup> day of SEPTEMBER, 2010.

 Signature

ALTON FRAZIER Printed Name  
President, Board of Directors, NBFHOA

Notary:



JURAT  
State of Utah  
County of Summit  
Subscribed and sworn/affirmed to before me this 27<sup>th</sup> day of Sept  
20 10, by Alton Frazier  
Konni Thompson  
Notary Public  
My Commission Expires: June 24, 2013

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

All of the lots of North Bench Farms according to the official plat thereof recorded December 11, 2001 as Entry No. 605682 in the Office of the Summit County Recorder. (101)

### Account Search Print

Working Date 09/27/10

Account No	Parcel No	Owner	Situs
0390082	NBF-1	NIXON ROBERT P (JT)	983 W ROUNDUP WAY
0390082	NBF-1	PATTEN JANE B (JT)	
0390090	NBF-2	DIGMAN CLAUDE W H/W (JT)	967 W ROUNDUP WAY
0390090	NBF-2	DIGMAN VIRGINIA A H/W (JT)	
0390108	NBF-3	RAKISITS ALEXANDER J H/W (JT)	953 W ROUNDUP WAY
0390108	NBF-3	RAKISITS CATHERINE A H/W (JT)	
0390116	NBF-4	DUNIVAN EARL D TRUSTEE	939 W ROUNDUP WAY
0390116	NBF-4	DUNIVAN JOANNE TRUSTEE	
0390116	NBF-4	DUNIVAN EARL D H/W (JT)	
0390116	NBF-4	DUNIVAN WENDY H/W (JT)	
0390124	NBF-5	OFFRET JOSEPH H/W (JT)	5193 N RODEO CIR
0390124	NBF-5	OFFRET MARGARET H/W (JT)	
0390132	NBF-6	SMART RANDY L H/W (JT)	5167 N RODEO CIR
0390132	NBF-6	SMART TERI J H/W (JT)	925 W ROUNDUP WAY
0390140	NBF-7	SWANEY AMY	5162 N RODEO CIR
0390140	NBF-7		893 W ROUNDUP WAY
0390157	NBF-8	BORRELLI FRANK C	5184 N RODEO CIR
0390165	NBF-9	MOSES MARK E & SUSAN C H/W (JT)	5196 N RODEO CIR
0390165	NBF-9	MOSES MARK E H/W (JT)	
0390165	NBF-9	MOSES SUSAN C H/W (JT)	
0390173	NBF-10	BODDEN VERNIE D JR TRUSTEE	5208 N RODEO CIR
0390173	NBF-10	DALY MARY WEST BODDEN TRUSTEE	
0390173	NBF-10	BODDEN GEORGE WEST TRUSTEE	
0390181	NBF-11	SHAW DANA D	5215 N SADDLE DR
0390199	NBF-12	MOUNTAINLANDS COMMUNITY HOUSING ASSOC	5203 N SADDLE DR
0390207	NBF-13	PERETTI KRYSTINA M	5191 N SADDLE DR
0390215	NBF-14	CROWN AT SUMMIT MOUNTAIN LLC	5179 N SADDLE DR
0390223	NBF-15	CROWN AT SUMMIT MOUNTAIN LLC	869 W ROUNDUP WAY
0390231	NBF-16	WALKER WEST	847 W SADDLE DR
0390249	NBF-17	WILDE BRIDGER	841 W SADDLE DR
0390256	NBF-18	ELIASON CATHERINE	833 W SADDLE DR
0390264	NBF-19	KUBINA LENKA	825 W SADDLE DR
0390272	NBF-20	MCNEIL RYAN H/W (JT)	817 W SADDLE DR
0390272	NBF-20	MCNEIL KAMBERLY H/W (JT)	
0390280	NBF-21	ELBERT ROBERT O TRUSTEE	807 W SADDLE DR
0390280	NBF-21	ELBERT VICTORIA W TRUSTEE	5121 N CELEBRATION LOOP
0390298	NBF-22	MORRISON CHANDLER T	820 W CELEBRATION LOOP



## Account Search Print

Account No	Parcel No	Owner	Situs
0390298	NBF-22		5099 N CELEBRATION LOOP
0390306	NBF-23	STRALEY MICHAEL & KAREN H/W (JT)	832 W CELEBRATION LOOP
0390306	NBF-23	STRALEY MICHAEL H/W (JT)	
0390306	NBF-23	STRALEY KAREN H/W (JT)	
0390314	NBF-24	HANSEN DAVID LEROY & LINDA RAE H/W (JT)	813 W CELEBRATION LOOP
0390314	NBF-24	HANSEN DAVID LEROY H/W (JT)	
0390314	NBF-24	HANSEN LINDA RAE H/W (JT)	
0390322	NBF-25	FRAZIER ALTON V	805 W CELEBRATION LOOP
0390330	NBF-26	ASTE DALLAS	5088 N CELEBRATION LOOP
0390348	NBF-27	WOOLSTENHULME BRADY F H/W (JT)	5102 N CELEBRATION LOOP
0390348	NBF-27	WOOLSTENHULME STEPHANIE E H/W (JT)	
0390355	NBF-28	KUTKAS KANDI D	791 W SADDLE DR
0390355	NBF-28		5118 N CELEBRATION LOOP
0390363	NBF-29	KING BROD D & HEIDI V H/W (JT)	779 W SADDLE DR
0390363	NBF-29	KING BROD D H/W (JT)	
0390363	NBF-29	KING HEIDI V H/W (JT)	
0390371	NBF-30	KELLY LELA ANN	762 W SADDLE DR
0390389	NBF-31	CRAMER DARYL W	776 W SADDLE DR
0390397	NBF-32	RODRIQUEZ DAVID S H/W (JT)	790 W SADDLE DR
0390397	NBF-32	RODRIGUEZ JESSICA LINN H/W (JT)	
0390405	NBF-33	REA RICHARD D & MARY H/W (JT)	802 W SADDLE DR
0390405	NBF-33	REA RICHARD D H/W (JT)	
0390405	NBF-33	REA MARY H/W (JT)	
0390413	NBF-34	JOHNSON CASEY	814 W SADDLE DR
0390421	NBF-35	MONNINGER JAMES A & KATHERINE A H/W (JT)	828 W SADDLE DR
0390421	NBF-35	MONNINGER JAMES A H/W (JT)	
0390421	NBF-35	MONNINGER KATHERINE A H/W (JT)	
0390439	NBF-36	COLE TIMOTHY A JR & AMBER	836 W SADDLE DR
0390439	NBF-36	COLE TIMOTHY A JR	
0390439	NBF-36	COLE AMBER	
0390447	NBF-37	MARTIN MINDY J	859 W BRIDLE WAY
0390447	NBF-37		5188 N SADDLE DR
0390454	NBF-38	MIMBACH MICHAEL II	843 W BRIDLE WAY
0390462	NBF-39	GIBSON JAMES R & KATHLEEN E H/W (JT)	827 W BRIDLE WAY
0390462	NBF-39	GIBSON JAMES R H/W (JT)	
0390462	NBF-39	GIBSON KATHLEEN E H/W (JT)	

## Account Search Print

Account No	Parcel No	Owner	Situs
0390470	NBF-40	DALTON GARY K H/W (JT)	811 W BRIDLE WAY
0390470	NBF-40	DALTON BARBARA K H/W (JT)	
0390488	NBF-41	TODD RICHARD W & LAURA D TRUSTEES	805 W BRIDLE WAY
0390488	NBF-41	TODD RICHARD W TRUSTEE	
0390488	NBF-41	TODD LAURA D TRUSTEE	
0390496	NBF-42	GREENE FORREST M	795 W BRIDLE WAY
0390496	NBF-42	GREENE ROBERT A	
0390504	NBF-43	CARTWRIGHT THOMAS S & SHARON L H/W (JT)	5234 N BRIDLE WAY
0390504	NBF-43	CARTWRIGHT THOMAS S H/W (JT)	
0390504	NBF-43	CARTWRIGHT SHARON L H/W (JT)	
0390512	NBF-44	STEVENSON TAMI	5248 N BRIDLE WAY
0390512	NBF-44	STEVENSON NADA	
0390520	NBF-45	MCCLURE CHARLES SCOTT	5260 N BRIDLE WAY
0390538	NBF-46	TODD KEVAN C H/W (JT)	5259 N BRIDLE WAY
0390538	NBF-46	TODD HEATHER R H/W (JT)	
0390546	NBF-47	SPEALLER CHRIS H/W (JT)	5241 N BRIDLE WAY
0390546	NBF-47	SPEALLER SARAH H/W (JT)	
0390553	NBF-48	DUNIVAN EARL D TRUSTEE	802 W BRIDLE WAY
0390553	NBF-48	DUNIVAN JOANNE TRUSTEE	
0390561	NBF-49	WELLMON CHRISTOPHER D H/W (JT)	5222 N RIATA CIR
0390561	NBF-49	WELLMON CHERIE L H/W (JT)	824 W BRIDLE WAY
0390579	NBF-50	CAHALAN THOMAS P JR (JT)	5236 N RIATA CIR
0390579	NBF-50	CAHALAN LINDA S (JT)	
0390587	NBF-51	COOLEY WILLIE J H/W (JT)	5240 N RIATA CIR
0390587	NBF-51	COOLEY MARIA BRENDA H/W (JT)	
0390595	NBF-52	BRYANT ALLAN L & SARAH H H/W (JT)	5243 N RIATA CIR
0390595	NBF-52	BRYANT ALLAN L H/W (JT)	
0390595	NBF-52	BRYANT SARAH H H/W (JT)	
0390603	NBF-53	SMITH KYLE J	5239 N RIATA CIR
0390611	NBF-54	MARTHUR KYLE	5233 N RIATA CIR
0390629	NBF-55	POLLARD DESTRY (JT)	5219 N RIATA CIR
0390629	NBF-55	POLLARD NANETTE (JT)	846 W BRIDLE WAY
0390637	NBF-56	BURNINGHAM SCOTT K & HILLARY H/W (JT)	862 W BRIDLE WAY
0390637	NBF-56	BURNINGHAM SCOTT K H/W (JT)	5206 N SADDLE DR
0390637	NBF-56	BURNINGHAM HILLARY H/W (JT)	
0390645	NBF-57	RICKETT BRADY & BAMBI	5220 N SADDLE DR
0390645	NBF-57	RICKETT BRADY	
0390645	NBF-57	RICKETT BAMBI	
0390652	NBF-58	NAGEL MATTHEW	5232 N SADDLE DR
0390660	NBF-59	CARROLL JOHN F	5281 N WESTERN CIR
0390660	NBF-59	SLETTEN MARK J	

## Account Search Print

Account No	Parcel No	Owner	Situs
0390660	NBF-59	SLETTEN ROBIN W	
0390678	NBF-60	DRAAYER MARTHA BROWN	5297 N WESTERN CIR
0390686	NBF-61	DUNIVAN EARL D JR H/W (JT)	5319 N WESTERN CIR
0390686	NBF-61	DUNIVAN WENDY H/W (JT)	
0390694	NBF-62	WUJKOWSKI THOMAS	5327 N WESTERN CIR
0390702	NBF-63	JOHNSON CHARLES L MD	5339 N WESTERN CIR
0390710	NBF-64	FRY MARK & KATHERINE	5336 N WESTERN CIR
0390710	NBF-64	FRY MARK	
0390710	NBF-64	FRY KATHERINE	
0390728	NBF-65	SHERARD TRAVIS	5324 N WESTERN CIR
0390736	NBF-66	CLEGG DUSTIN W & LACEY L H/W (JT)	5308 N WESTERN CIR
0390736	NBF-66	CLEGG DUSTIN W H/W (JT)	
0390736	NBF-66	CLEGG LACEY L H/W (JT)	
0390744	NBF-67	GLIDDEN JASON	856 W BRONC TRL
0390744	NBF-67		5284 N WESTERN CIR
0390751	NBF-68	STREET STACY R	844 W BRONC TRL
0390751	NBF-68		5301 N FRONTIER CIR
0390769	NBF-69	HATCH DEL RAY (JT)	5315 N FRONTIER CIR
0390769	NBF-69	HATCH PATSY ANN (JT)	
0390769	NBF-69	HATCH MELVIN LAMAR (JT)	
0390777	NBF-70	HEWITT MERRILEE H	5329 N FRONTIER CIR
0390785	NBF-71	BLAZZARD BENJAMIN J H/W (JT)	5341 N FRONTIER CIR
0390785	NBF-71	BLAZZARD DANA H/W (JT)	
0390793	NBF-72	CLEGG JAMES DOUGLAS H/W (JT)	5338 N FRONTIER CIR
0390793	NBF-72	CLEGG STEPHANIE ANN H/W (JT)	
0390801	NBF-73	KOTTER KAYLENE W/H (JT)	5326 N FRONTIER CIR
0390801	NBF-73	ROMERO CAMERON L W/H (JT)	
0390819	NBF-74	CURTIS MATTHEW J H/W (JT)	834 W BRONC TRL
0390819	NBF-74	CURTIS GERILEE P H/W (JT)	5308 N FRONTIER CIR
0390827	NBF-75	RODRIGUEZ JESUS	808 W BRONC TRL
0390827	NBF-75		5307 N BRIDLE CIR
0390835	NBF-76	SIDDOWAY WESLEY K	5325 N BRIDLE CIR
0390843	NBF-77	WATERMAN JAY H/W (JT)	5337 N BRIDLE CIR
0390843	NBF-77	WATERMAN TRISHA H/W (JT)	
0390850	NBF-78	HIGGINS COLIN E V H/W (JT)	5340 N BRIDLE CIR
0390850	NBF-78	HIGGINS KEELY H/W (JT)	
0390868	NBF-79	PANOS GEORGE P & PAULINE P (JT)	5328 N BRIDLE CIR
0390868	NBF-79	PANOS GEORGE P (JT)	
0390868	NBF-79	PANOS PAULINE P (JT)	
0390876	NBF-80	LILLY JOSHUA S H/W (JT)	5310 N BRIDLE CIR
0390876	NBF-80	LILLY KAYCI L H/W (JT)	
0390884	NBF-81	BECK RYAN	5294 N BRIDLE CIR
0390892	NBF-82	RILEY DEIRDRE	902 W CELEBRATION LOOP

## Account Search Print

Account No	Parcel No	Owner	Situs
0390900	NBF-83	SIMONS CHRISTOPHER F H/W (JT)	892 W CELEBRATION LOOP
0390900	NBF-83	SIMONS JANA E H/W (JT)	
0390918	NBF-84	BRUNELLE ERICA N	882 W CELEBRATION LOOP
0390926	NBF-85	MLUPI NKOSIKHONA & EMILY N H/W (JT)	874 W CELEBRATION LOOP
0390926	NBF-85	MLUPI NKOSIKHONA H/W (JT)	
0390926	NBF-85	MLUPI EMILY N H/W (JT)	
0390934	NBF-86	BLACK BRENT	866 W CELEBRATION LOOP
0390942	NBF-87	CALDWELL SAMUEL C & ARETHA A H/W (JT)	861 W CELEBRATION LOOP
0390942	NBF-87	CALDWELL SAMUEL C H/W (JT)	
0390942	NBF-87	CALDWELL ARETHA ALAYNA H/W (JT)	
0390959	NBF-88	LEAVITT BEN D H/W (JT)	869 W CELEBRATION LOOP
0390959	NBF-88	LEAVITT TRISTIN H/W (JT)	
0390967	NBF-89	OCCHINO PATRICK R	877 W CELEBRATION LOOP
0390975	NBF-90	ROCKHILL RYAN H/W (JT)	887 W CELEBRATION LOOP
0390975	NBF-90	ROCKHILL ASHLEY ROSE H/W (JT)	
0390983	NBF-91	ATKINSON ROBERT D H/W (JT)	891 W CELEBRATION LOOP
0390983	NBF-91	ATKINSON KAREN ELIZABETH H/W (JT)	
0390991	NBF-92	BURTON CHRISTOPHER H/W (JT)	895 W CELEBRATION LOOP
0390991	NBF-92	BURTON STACEY D H/W (JT)	
0391007	NBF-93	KOFFORD MICHELLE	905 W CELEBRATION LOOP
0425615	NBF-95-AM	YANG DEBRA WONG	5280 N BRIDLE WAY
0391015	NBF-A	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0425623	NBF-B-AM	RUSSELL GROSS DEVELOPMENT	
0425623	NBF-B-AM	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0425623	NBF-B-AM	NORTH BENCH FARMS LLC	
0391031	NBF-C	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0391049	NBF-D	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0391056	NBF-E	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0391064	NBF-F	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	
0391072	NBF-G	NORTH BENCH FARMS HOMEOWNERS ASSOCIATION	