

**WOODCOVE PARK HOMEOWNERS ASSOCIATION  
WEST JORDAN, UTAH 84088**

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**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
WOODCOVE PARK HOMEOWNERS ASSOCIATION  
A PLANNED UNIT DEVELOPMENT**

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This Amended and Restated Declaration is made as of the date of the recording in the Salt Lake County Recorder's Office by the Woodcove Park Homeowners Association, a Utah Nonprofit Corporation ("Association").

### **RECITALS**

1. This Declaration supersedes and replaces in its entirety the previously recorded Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions of Woodcove Park Homeowners Association that was recorded as Entry No. 10541556 on October 15, 2008, at the Salt Lake County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration ("Prior Declaration").
2. The Bylaws of the Association, attached as Exhibit C, supersede and replace any previous Bylaws and any amendments thereto.
3. The Association is the authorized representative of the Owners of certain real property known as Woodcove Park, located in Salt Lake County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference.
4. The name by which the community shall be known is "Woodcove Park".
5. Pursuant to Article VI, Section 7 of the Prior Declaration (as amended) and Utah Code § 57-8a-104, this Declaration has been voted on and approved by at least 67% of the voting interest in the Association. A Certificate of Approval of the amendment is attached as Exhibit B and incorporated into this Declaration by reference.
6. The Association desires to establish, for its own benefit and for the mutual benefit of all current and future Owners and occupants of the community, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth in this Declaration.

### **SUBMISSION**

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Utah Community Association Act (the "Act").
2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of the City of West Jordan to access the roads within the community for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way. Easements and rights-of-way in favor of the City of West Jordan include any dedicated roadways and public utility easements that are depicted on the Plat, together with all easements, rights-of-way,

and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

## **COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY**

In consideration of the Recitals above, the Association, in order to further preserve and maintain the integrity of the community, declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which run with the Property and are binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

### **ARTICLE 1 DEFINITIONS**

When used in this Declaration (including the “Recitals” and “Submission”), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8a-102.

1.1 “Articles” and “Bylaws” shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended by approval of 51% of the Association members. The Articles, among other things, establishes the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board’s selection, the Board’s general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 “Assessments” shall mean any monetary charge imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, or other charge.

1.3 “Association” shall mean Woodcove Park Homeowners Association, a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 “Association Rules” shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 “Building” shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 “Board” shall mean the Board of Directors of the Association.

1.7 “Capital Improvement” shall mean all new improvements intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Community, as opposed to ordinary repair and maintenance.

1.8 “City” shall mean the City of West Jordan, Utah, a municipal corporation of the State of Utah.

1.9 “Common Areas” shall mean and refer to parks and walkways into parks only as noted below:

(a) all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners and related improvements. Common areas shall include, without limitation, sidewalks which are located primarily in front of the common area parks as well as the designated walkways leading to the common area parks;

(b) all parts of the community normally in common use or necessary or convenient to its use, existence maintenance, safety, or management, including all property rights, improvements, fixtures situated upon public property, including, without limitation all easements running in favor of the Association and the improvements and fixtures situated within or upon said easements, landscaping, irrigation systems and associated pumps and hardware, and project identification;

(c) all Common Areas and Facilities specifically set forth and designated as such on the Plat or Plats of the Property.

1.10 “Common Expenses” shall mean the actual and estimated costs of:

(a) maintenance, operation, repair, and replacement of the Common Areas and Facilities, and all other areas within the Property and outside of the Property which are maintained by the Association, including, without limitation, the landscaped areas, the sidewalks which are attached to the common area parks, etc., as provided in this Declaration or pursuant to agreement with the City;

(b) unpaid Special, Reconstruction and Capital Improvement Assessments;

(c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to accountants, attorneys and contract employees as needed for maintenance of Common Area;

(d) the costs of fire, casualty, liability, and other insurance covering the Common Areas and Facilities;

(e) the costs of any other insurance obtained by the Association;



- (f) reasonable reserves as deemed appropriate by the Board;
- (g) the costs of bonding the members of the Board or any other person handling the funds of the Association;
- (h) taxes paid by the Association
- (i) the costs of any other item or items approved by the Board and incurred in connection with the Common Areas and Facilities, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

1.11 “Common Facilities” shall mean:

- (a) all real property and the improvements and fixtures thereto owned by or leased to the Association from time to time for the use and benefit of the Owners, including, without limitation, landscaped areas, parks, open spaces, designated sidewalks; and
- (b) all property rights, improvements, fixtures thereto and the personal property owned by or leased to the Association from time to time for the common use and benefit of the Owners and situated upon public property or the private property of the Owners, including, without limitation all easements running in favor of the Association and the improvements, fixtures and situated within or upon said easements, landscaping, irrigation systems and associated pumps and hardware, and Woodcove Park sign located at the entry. The Common Facilities designated in each final subdivision Plat recorded by Declarant with regard to the property shall be deemed conveyed by Declarant to the Association concurrently with the recording thereof. Unless otherwise stated in writing, the conveyance of Common Facilities from the Declarant to the Association shall be deemed a conveyance free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of the conveyance), title exceptions of record and the covenants, conditions, reservations, restrictions and easements contained in this Declaration.

1.12 “Community” shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon.

1.13 “Declarant” shall mean Orton Estates, Inc.

1.14 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles, the Bylaws, any Plat, this Declaration, and Association Rules.

1.15 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the

Property of any Lot or of any structure or thing affixed on the Property, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, signs, fences, poles, walls, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.16 “Institutional Mortgagee” shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.

1.17 “Lot” shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in, this Declaration and, as applicable, on the Plat for such Lot.

1.18 “Member” shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2.

1.19 “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.20 “Mortgagee” shall mean the mortgagee or beneficiary under any Mortgage. A “First Mortgagee” shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.21 “Occupant” shall mean and include the Declarant, the Owners, their respective heirs, successors and assigns (including Mortgagees), and any person who shall be from time to time entitled to the use and occupancy of space located within the Community under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.22 “Owner” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.23 “Permittees” shall mean all Occupants and all other invitees of Occupants.

1.24 “Plat” shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Community (whether the Community is identified by the name “Woodcove Park” or by another name including, without

limitation, “Wood Cove Park”); and (d) which is filed for record in the office of the County Recorder of Salt Lake. Recorded prior to this Declaration are subdivision plats for Wood Cove Park recorded on February 14, 1980 as Entry No. 3399866; February 14, 1980 as Entry No. 3399867; February 14, 1980 as Entry No. 3399868; February 14, 1980 as Entry No. 3399869; January 20, 1981 as Entry No. 3525423; January 20, 1981 as Entry No. 3525428; each creating separately numbered Lots, Buildings, improvements, or Residences. Said subdivision plats each constitutes a Plat.

1.25 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.26 “Residence” shall mean and refer to any Residence situated upon a Lot which has its own principal access to the outside, is not located over or under another Residence, and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of the Residence.

1.27 “Set Back” shall mean the distance from the property line of the Lot to the Building or improvement that is subject to the Set Back requirement provided in this Declaration, the Design Guidelines for the Project, and in any recorded final subdivision Plat affecting the Community or in the City’s applicable zoning ordinance.

1.28 “Single Family” shall be defined in compliance with definition established by City of West Jordan.

1.29 “Supplementary Declaration” shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments recorded subsequent to this Declaration, which annex portions of the Expansion Property and thereby extend the plan of this Declaration to such additional property.

1.30 “Utah Community Association Act” or the “Act” shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-8a-101 et seq., as amended from time to time.

## **ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION**

2.1 Membership. Every owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; *provided, however*, that a Member’s voting rights and privileges in the Common

Areas and Facilities may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Salt Lake County Recorder's office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have one class of Members. Each Member shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

### **ARTICLE 3 COVENANT FOR ASSESSMENTS**

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to

perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments, if different from the previous year, shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Board. An adjusted annual rate increase of 3% per calendar year will be assessed on all properties.

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may, at the Board's discretion, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments may be levied against one or more individual Lot or against all Lots. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Any Special Assessments must be approved by Members holding not less than fifty-one percent (51%) of the voting interest represented, in person or by proxy, at a meeting duly called for this purpose after quorum has been established. A Special Assessment may also be approved by written ballot without a meeting if a sufficient number of ballots are cast to establish quorum and, among the ballots cast, no less than fifty-one percent (51%) of the voting interest votes in favor of the Special Assessment.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed with respect to each improved Lot in the ratio that such Lot bears the total number of all improved Lots. All Assessments may be collected at intervals selected by the Board. For purposes of this paragraph, "improved Lots" means Lots that have a Building located thereon and that have received a certificate of occupancy. The total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12 month period) by more than fifty percent (50%) without the affirmative vote of Members holding not less than fifty-one (51%) of the voting interest represented, in person or by proxy, at a meeting duly called for this purpose after quorum has been established. The Members may also approve an increase in Regular Assessments by written ballot without a meeting if a sufficient number of ballots are cast to establish quorum and, among the ballots cast, no less than fifty-one percent (51%) of the voting interest votes in favor of the increase.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein; all properties dedicated to and accepted by, or otherwise acquired by a public authority; and the Common Areas and Facilities.

3.8 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.9 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas and Facilities. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account and are to be segregated from and not commingled with any other funds of the Association.

3.10 Reinvestment Fee. Within thirty (30) days after the effective date of any transfer of legal title to a Lot, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time. However, notwithstanding the foregoing, the following are not subject to the above referenced reinvestment fee:

- a. an involuntary transfer;
- b. a transfer that results from a court order;
- c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- e. the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

#### **ARTICLE 4 NONPAYMENT OF ASSESSMENTS**

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within ninety (90) days after the delinquency date, a late charge may be added at the rate of 7% per month for the unpaid assessments. Should the unpaid assessment fees go beyond six (6) months the matter will be turned over to an attorney for collection.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.

b. The Association may foreclose the Association's lien against the Lot for the unpaid Assessments, interest, late fees, attorney's costs, and attorney's fees pursuant to Utah Code 57-8a-304, after all other options have been utilized.

c. The Association may, after giving notice and an opportunity to be heard in accordance with Utah Code 57-8a-309(2), terminate an Owner's right to access to and use of Common Areas and Facilities.

d. Subject to Utah Code 57-8a-310, the Association may require tenants of a Lot to make future lease payments directly to the Association so long as Assessments remain unpaid for such Lot.

4.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to suspend voting rights for any period during which any Assessment against an Owner's Lot remains unpaid.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than ninety (90) days past due.

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

## **ARTICLE 5 USE AND RESTRICTION**

5.1 Single-Family Residence. No Lot shall be used except for single-family, residential purposes.

5.2 Pets and Animals. No livestock, exotic animals or birds of any kind shall be raised, bred or kept in the Community. Each Owner who keeps an animal shall promptly remove all

animal waste from the Common Areas and Common Facilities. All pet owners are subject to comply with the ordinances of the City of West Jordan.

5.3. No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Common Areas and Facilities or other Improvements thereon or thereto, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Community.

5.4. No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

5.5. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept on any Lot, in the Common Areas, or in any other part of the Community that would result in cancellation of the insurance on the Community or any part thereof, nor shall anything be done or kept on any Lot that would increase the rate of insurance on the Community or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.6. Restrictions on Leases.

a. Any violation of local ordinances, statutes, or laws with regards to leasing of property shall also constitute a violation of this Declaration.

b. Any Owner who shall lease or rents his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules.

5.7. Parking Restrictions. All streets are public and are therefore governed by the City of West Jordan.

5.8. Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Common Areas, and the Community, as such rules and regulation may be modified, amended, and construed by the Association. Each Owner shall be held responsible for the noncompliance of the same by its Permittees, guests, tenants, licensee, or invitees.



**ARTICLE 6**  
**DUTIES AND POWERS OF THE ASSOCIATION**

6.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in the Bylaws and Section 7.2 below, which may include the establishment of a system of fines or penalties.

b. acquire, maintain and otherwise manage all of the Common Areas, Common Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, the landscaped areas, limited sidewalks, as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

c. pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas and Facilities, all water, gas and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas and Facilities to serve the Property as provided in ARTICLE 13 below;

f. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or contractors as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

6.2 Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws and pursuant to applicable Utah statutes to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without

limitation, the use of the Common Areas and Facilities; *provided, however*, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available on the WoodCove Homeowners website or in writing for a minimal fee plus postage to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

6.3 Delegation of Powers. The Board shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; *provided, however*, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

## **ARTICLE 7 REPAIR AND MAINTENANCE**

7.1 Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Common Areas and Facilities or other land within and about the Association in such a manner and at such times as the Board shall prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

a. maintain the Common Areas and Facilities in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain in a clean, safe, and attractive condition at all times, including, without limitation, the landscaped areas, and limited sidewalks;

b. repair, restore, replace and make necessary improvements to the Common Areas and Facilities;

c. maintain all retention ponds and easements which constitute Common Areas and Facilities in accordance with the requirements of any applicable flood control district;

d. cause the appropriate public utility to maintain any utility easements located within the Common Areas and Facilities;

e. maintain all common areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote of Members holding not less than fifty-one percent (51%) of the voting power of the Members.

7.2 Repair and Maintenance by Owner. Shall be governed by the ordinances and rules of the City of West Jordan.

## **ARTICLE 8 INSURANCE**

8.1 Insurance Obtained by the Association. The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Board deems necessary.

8.2 Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the Common Areas against loss or damage.

8.3 Liability Insurance. The Association shall obtain comprehensive general liability (CGL) insurance insuring the Association, the agents and employees of the Association and the Owners, against liability incident to the use, ownership, or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

8.4 Directors and Officers Insurance. The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Board of Directors, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

8.5 Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

8.6 Waiver by Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

8.7 Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in ARTICLE 10 hereof. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

**ARTICLE 9  
DESTRUCTION OF IMPROVEMENTS**

In the event of partial or total destruction of Improvements upon the Common Areas and Facilities, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds or such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event any excess insurance proceeds remain, the Board shall distribute pro rata such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

**ARTICLE 10  
RIGHTS TO THE COMMON AREAS AND FACILITIES**

10.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.

b. The right of the Association subject to the approval rights of Mortgagees pursuant to ARTICLE 13 hereof, to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas and Facilities to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than fifty-one percent (51%) of the voting power of the Members.

c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 12.1(b) above, all or any portion of the Common Areas and Facilities to said district.

10.2 Waiver of Use. No member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Lot owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and Facilities or the abandonment of his Lot.

## **ARTICLE 11 EASEMENTS**

11.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot.

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

11.2 Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns.

11.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. Nonexclusive easements over, upon, across and between each Lot for the purpose of pedestrian traffic between each Lot and (1) each other Lot which is contiguous thereto; (2) the public streets and alleys now or hereafter abutting or located on any portion of the Property; (3) the Common Areas and Facilities; (4) the parking areas now and hereafter located on each Lot; (5) over and across the Common Areas located on each Lot; limited, however, to those portions of each Lot which are improved by the Owner thereof from time to time for pedestrian walkways

and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner.

b. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Lot and (1) the public streets and alleys now and hereafter abutting any portion of the Property; and (2) the Common Areas and Facilities; limited, however, to those portions of the Property which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner.

c. Nonexclusive easements over, upon, across and between the access points and driving lanes from time to time established on each Lot for the purpose of providing ingress, egress, and access to (1) the easements hereby created; (2) the public streets and alleys now and hereafter abutting any portion of the Property; and (3) the Common Areas and Facilities.

d. Nonexclusive easements in and to the parking areas from time to time located on each Lot for access to and use for vehicular parking purposes.

## **ARTICLE 12 NATURE OF EASEMENTS AND RIGHTS GRANTED**

12.1 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

12.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

i. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;

j. create mutual equitable servitudes upon each Lot in favor of the other Lots;

k. constitute covenants running with the land; and

l. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

## **ARTICLE 13 RIGHTS OF LENDERS**

13.1 Filing Notice; Notices and Approvals. A mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and

until such Mortgagee or its mortgage servicing contractor has delivered to the Board a written notice stating that such Mortgagee is the holder of a mortgage encumbering a Lot within the Property. Such notice shall state whether such mortgagee is a First Mortgagee. Where the approval of any percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of the percentage of only those mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such a notice or request remain unchanged.

13.2 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot, except as otherwise provided in this Article.

13.3 Relationship with Assessments Liens.

a. The lien provided for in ARTICLE 3 hereof for the payment of Assessments shall be subordinate to the lien of any Mortgage only to the extent required by law, if any.

b. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage, the foreclosure of the lien of said Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

c. Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to the Lot, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Lots within the Property.

d. Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

13.4 Other Rights of Institutional Mortgagees. Any Institutional Mortgagee, or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

a. Inspect the books and records of the Association during normal business hours subject to the same limitations that a Member is entitled to under the law regarding inspection of the same; and

b. Upon written request, receive the annual audited financial statement, if any, of the Association ninety (90) days following the end of the Association's fiscal year subject to the same charges that the Association is entitled to charge a Member under the law; and

c. Receive written notice of all annual and special meetings of the Members or of the Board, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting; and

d. Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Lot is encumbered by such Institutional Mortgage, which default has not been cured within sixty (60) days of a request therefore by the Association; provided, however, the Association shall only be obligated to provide such notice to Institutional Mortgagees whose written request thereof to the Association specifies the Lot or Lots to which such request relates.

13.5 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

13.6 Voting Rights of Institutional Mortgagees. In the event of a default by the Owner of any Lot in any payment due under the terms of any Institutional Mortgage or the promissory note secured thereby, the Institutional Mortgagee or his representative shall have the right, upon giving written notice to such defaulting Owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Lot at any regular or special meeting of the Members held during such time as such default may continue. Any such Owner's voting Rights shall be restored to him at such time as such default is cured.

## **ARTICLE 14 AMENDMENTS**

14.1 Manner of Amending. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing fifty-one percent (51%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



14.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

14.3 Mortgagee's Rights. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

14.4 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

## **ARTICLE 15 GENERAL PROVISIONS**

15.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

15.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

15.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

15.4 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, Occupants, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

15.5 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

15.6 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Lot involved in the action.

15.7 Notices. Any notice to be given to an Owner or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

a. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners.

b. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

15.8 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. The Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

15.9 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

15.10 Non-liability of Officials. To the fullest extent permitted by law, neither the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on

account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting Woodcove Park Homeowners Association with the necessary approval of Lot owners as required herein, on the 11 day of NOVEMBER, 2018, 2020

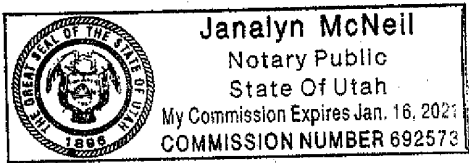
**WOODCOVE PARK HOMEOWNERS ASSOCIATION**

BY: Patrick Arraglio  
TITLE: President

STATE OF UTAH            )  
  )SS:  
COUNTY OF SALT LAKE )

On the 11 day of November <sup>2020</sup>~~2018~~, who by me being duly sworn, did say that he/she is the President of Woodcove Park Homeowners Association and that the foregoing instrument was properly ratified by a majority of the Lot Owners.

Janalyn McNeil  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION**

**Legal Description: Woodcove Park Homeowners Association**

All lots, common areas and pathways in Wood Cove Park Subdivisions as follows:

Wood Cove Park 1 Amd including the following parcel numbers:

Parcel numbers: 21331290180000 through 21331290260000

Parcel numbers: 21331300010000 through 21331300130000

Parcel numbers: 21331310010000 through 21331310080000

Wood Cove Park 2 Amd including the following parcel numbers:

Parcel numbers: 21331270170000 through 21331270330000

Parcel numbers: 21331270510000 through 21331270530000

Parcel numbers: 21331280010000 through 21331280090000

Parcel numbers: 21331280130000

Wood Cove Park 3 Amd including the following parcel numbers:

Parcel numbers: 21331020010000 through 21331020120000

Parcel numbers: 21331270010000 through 21331270140000

Parcel numbers: 21331270340000

Parcel numbers: 21331290010000

Parcel numbers: 21331290080000

Wood Cove Park 4 Amd including the following parcel numbers:

Parcel numbers: 21331290050000 through 21331290070000

Parcel numbers: 21331290090000

Parcel numbers: 21331290012000 through 21331290140000

Parcel numbers: 21331290170000

Parcel numbers: 21331290270000 through 21331290290000

Wood Cove Park 5 Amd including the following parcel numbers:

Parcel numbers: 21331020130000 through 21331020280000

Parcel numbers: 21331290020000 through 21331290040000

Parcel numbers: 21331520010000 through 21331520070000

Wood Cove Park 6 Amd including the following parcel numbers:

Parcel numbers: 21331270350000 through 21331270500000



**EXHIBIT B**  
**Certificate of Approval of Amendment**

The undersigned, being duly authorized Director of the Woodcove Park Homeowners Association, being duly sworn, certify as follows:

1. Attached to this Certification is the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR WOODCOVE PARK HOMEOWNERS ASSOCIATION, a Planned Unit Development situated in West Jordan, Salt Lake County, State of Utah.
2. Pursuant to Utah Code § 57-8a-104 and the Prior Declaration, the Prior Declaration and other proceeding amendment(s) were properly amended by 67% of the Association's membership, each of whom signed a written instrument approving these amendments.
3. The Association authorized the recording of the Amended and Restated Declaration with this Certificate.

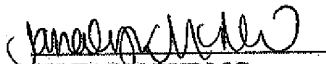
Dated: 11 November, ~~2018~~ 2020

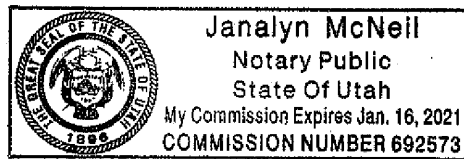
Woodcove Park Homeowners Association

By: Patrick Pironaglio  
Representative of the Board of Directors

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On the 11 day of November, ~~2018~~<sup>2020</sup>, personally appeared before me Patrick Pirogala and \_\_\_\_\_, who being by me duly sworn did say, each for himself or herself, that they are duly elected members of the Association's Board of Directors, and that the foregoing instrument was duly approved in writing by sixty-seven percent (67%) of the Lot Owners.

  
NOTARY PUBLIC



**EXHIBIT C**  
**Bylaws**

**Amended and Restated BYLAWS**  
**OF**  
**WOODCOVE PARK HOMEOWNERS ASSOCIATION, INC.**  
**SALT LAKE COUNTY, UTAH**



THESE AMENDED AND RESTATED BYLAWS OF WOODCOVE PARK HOMEOWNERS ASSOCIATION, INC. are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

## RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR WOODCOVE PARK HOMEOWNERS ASSOCIATION ("Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

## ARTICLE I DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Woodcove Park Homeowners Association Declaration shall have the same meanings when used in these Bylaws.

- 1.1 "Board Member" means a member of the Board of Directors.

## ARTICLE II APPLICATION

All present and future Lot Owners, tenants, or any other persons who may use the facilities at Woodcove Park in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

## ARTICLES III MEMBERS

- 3.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and at a time established by the Board of Directors which shall be on or between September 1<sup>st</sup> and September 15<sup>th</sup>. The purpose of the annual meeting is to elect Board Members and transact

such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 20% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to a member of the Board and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The members of the Board shall then call, provide notice of, and conduct a special meeting within 10-14 days of receipt of the request. In case of failure to call such meeting within ten to fourteen (10-14) days after such request, such members may call the same.

3.3 Place of Meetings. The Board of Directors may designate any place in Salt Lake County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made the place of the meeting shall be at a designated common area park.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written, printed or online notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, mailed, or made available online, in the manner request by the member/owner. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall be considered in good standing as long as the member is not delinquent by more than three months in his/her share of any Assessments.

3.6 Quorum. At any meeting of the Members, the Members present or by proxy entitled to cast at least fifty-one percent (51%) of the voting interests of the Association shall constitute a quorum for the transaction of business.

3.7 Proxies. At each meeting of the Members, each Member and holders of proxies entitled to vote shall be entitled to vote in person, online, or by proxy provided, as the matter warrants. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies must be on the form provided by the Board of Directors for any action. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person, online, or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members. Each Lot shall be entitled to one (1) vote by an owner of the Lot. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot; (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Board shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Board.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

## **ARTICLE IV BOARD OF DIRECTORS**

4.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Community and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members online and by request in writing at a minimal fee plus postage. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor independent of the organization, as required by the Declaration. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable

4.2 Number, Tenure, and Qualifications. The Board of Directors shall be composed of at least three (3) and no more than nine (9) persons, each of whom shall be an owner of a Lot in the Community and shall meet the qualifications in the Declaration. An odd number of persons shall be elected to serve on the Board at all times. Each Board Member shall hold his position for one (1) year or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly, at the discretion of the Board of Directors. The Board of Directors may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Salt Lake County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.5 Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall post notice of the date, time, and place for all meetings of the Board of Directors on the Association's website. Written notice shall be delivered only if specifically requested by a member. For the purposes of this Section 4.5, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.6 Meetings of the Board of Directors Open to Owners. Each meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.8 Action without a Meeting. Any action that the Board is required or permitted to take at a meeting of the Board of Directors may be taken without a meeting. Action taken without a meeting has the same effect as action taken at a meeting and is subject to the same quorum and approval requirements as for actions taken at a meeting. Actions without a meeting shall be documents in the Association records.

4.9 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members.

4.10 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty-one percent (51%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members with cause only.

4.11 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of resignation, disqualification, or removal of a Board Member as provided in Section 4.10, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13 Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.14 Nomination and Election of Board Members. Nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote, proxy, or online ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall share joint ownership in a Unit.

## **ARTICLE V OFFICERS**

5.1 Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom must be members of the Board of Directors. All Officers shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer shall hold such office until the next annual meeting of the Members, or until such officer's resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. No person may hold more than one (1) office at a time.

5.3 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time with cause.

5.4 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.5 The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.6 The Vice President. The Vice President shall act in the place of the President in the event of the President's absence or inability to act. At meetings where the President is absent, the Vice President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The Vice President shall also do and perform all other acts and things as delegated by the President and as required by the Board of Directors.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. No person shall simultaneously hold more than one of any of the offices except in the case of temporary vacancy as spelled out in Section 5.2 of these Bylaws. All Association checks must be signed by two officers.

5.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such material expenses are approved by the Board of Directors.

## **ARTICLE VI INDEMNIFICATION**

6.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal

action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

6.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

6.3 Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board of Directors cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

6.4 Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

6.5 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity,



to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## **ARTICLE VII RECORDS, AUDITS, AND FISCAL YEAR**

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board of Directors may establish provisions related to the maintenance of Association records by resolution.

7.1 General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each meeting of the Board of Directors, the minutes of the previous meeting of the Board of Directors shall be presented to the Board of Directors for approval by a majority vote; the minutes of any meeting of the Members shall be presented to the Board of Directors at the next meeting of the Board of Directors for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Directors by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

### 7.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration (“Eligible Mortgagee” for purposes of this Article).

b. Annually, the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of the request lots. At any time any Owner or Eligible Mortgagee may, at such Owner’s or Eligible Mortgagee’s own expense, cause an audit or inspection to be made of the books and records of the Association.

7.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information. Any records request shall be subject to review and response by the Association’s attorney.

7.4 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a. Personal matters relating to a specific identified person or a person's medical records;
- b. Contracts, and other business transactions that are currently under negotiation to purchase or provide goods or services;
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;
- d. Disclosure of information in violation of law;
- e. Documents, correspondence or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session;
- f. Documents, correspondence, or other matters considered by the Board of Directors in executive session; or
- g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

## **ARTICLE VIII ASSOCIATION RULES**

8.1 Establishment of Association Rules. The Board of Directors shall have the authority to submit for consideration to the members of the Association any operational rule changes as it may deem necessary for the maintenance, operation and management of the Community. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Association Rules, the Board shall hold a meeting at which it provides the Members an opportunity to be heard. The Board shall deliver to the Members notice of the meeting and its purpose at least 15 days prior to the meeting.

8.2 Amendment. By consensus approval of fifty-one percent (51%) of the membership vote, changes can be made to adopt, amend, modify, cancel, limit, creates exceptions or expand Association rules. Voting may be accomplished by email, mail or online as requested by the homeowner.

8.3 Enforcement. Owners shall use their best efforts to see that the Association Rules are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Association Rules shall apply and be binding upon all Lot Owners of the Community.

8.4. Copies of Rules. Copies of all Association Rules and resolutions adopted by the Board of Directors shall be sent to all Lot Owners within fifteen (15) days of adoption.

**ARTICLE IX  
AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Salt Lake County

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

10.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 11 day of NOVEMBER, 2020.

WOODCOVE PARK HOMEOWNERS ASSOCIATION, INC.

BY: Patrick Piroglio

TITLE: President

STATE OF UTAH                    )  
  )SS:

COUNTY OF SALT LAKE )

On the 11 day of November, ~~2018~~ <sup>2020</sup>, personally appeared before me Patrick Pirraglio, who by me being duly sworn, did say that he/she is the President of Woodcove Park Homeowners Association, Inc. and that the foregoing instrument was approved by at least 67% of the voting interests of the Association.



Janalyn McNeil  
Notary Public  
State Of Utah  
My Commission Expires Jan. 16, 2021  
COMMISSION NUMBER 692573

*Janalyn McNeil*  
Notary Public