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Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
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**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
FOR WOODSTOCK VILLAGE NOS. 1, 2, 3 AND NO. 4 SUBDIVISIONS,  
a Planned Residential Use Development**

This Amended and Restated Declaration of Protective Covenants for the Woodstock Village Nos. 1, 2, 3 and No. 4 Subdivisions, a Utah planned, residential use development (the "Amended and Restated Declaration") is executed by Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions Homeowners Association of Murray, Utah (the "Association").

**RECITALS:**

A. The Declaration of Protective Covenants for Woodstock Village Nos. 1, 2, 3 and No. 4 Subdivision No. 1 was recorded in the office of the County Recorder for Salt Lake County, Utah on September 16, 1977, in book 4549 at page 1198, Subdivisions No. 2 and No. 3 subdivisions was recorded in the office of the county recorder for Salt Lake County, Utah on May 19, 1978 as entry number 3110733 in book 4675 at page 1133, Subdivision No. 4 was recorded in the office of the County Recorder for Salt Lake County, Utah on June 10, 1981 as entry number 3573740 in book 5258 at page 622 of the official records ("Declaration").

B. A document entitled "Amendment to Protective Covenants for Woodstock Village No. 2 and No. 3 Subdivisions" was recorded in the office of the county recorder of Salt Lake County, Utah on May 17, 1975 as entry number 4087592 in book 5655 at page 1401 of the official records ("First Amendment").

C. The Association is the managing agent of the land described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Tract").

D. This document affects that certain real property located in Salt Lake County, Utah described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Tract").

E. The Tract consists of land areas featuring unique and distinctive terrain.

**THIS DOCUMENT IS BEING RECORDED SOLELY AS  
A COURTESY AND MERIDIAN TITLE COMPANY  
ASSUMES NO LIABILITY FOR THE ACCURACY OR  
CONTENTS OF SAID DOCUMENT.**

F. By subjecting the Tract to this Amended and Restated Declaration, it is the desire, intent and purpose of Association to update the initial protective covenants, consolidate into one document the original declaration and all amendments, and create protective covenants which will allow the beauty of the Tract will be substantially preserved, which will both enhance the desirability of living at, using or benefiting from living in the Tract, and increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

G. The Tract will be managed, governed and directed by an Association and Board of Directors.

H. Pursuant to Article IV, paragraph 1, of the original Declaration of Covenants and Restrictions, the Association desires, by filing this Amended and Restated Declaration, and having been signed by a majority of the lot owners as attached on Exhibit B, to submit the Tract and all improvements now or hereafter constructed thereon, to the provisions and protective covenants set forth herein.

#### **AGREEMENT:**

For the reasons recited above, and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, the parties hereto, and each of them, hereby agree:

#### **I. DEFINITIONS**

As used in this Amended and Restated Declaration (including the "Recital" section above) each of the following terms shall have the indicated meaning:

1.1 The term **Accessory Building** shall mean and refer to any out building or structure which (a) is not the primary structure, (b) contains at least 120 square feet, (c) requires a building permit, (d) is not a shed, shack or other out-building (for which a building permit is not required), and (e) qualifies as such under the totality of the circumstances in the opinion of the Architectural Control Committee.

1.2 The term **Amended and Restated Declaration** shall mean and refer to this Amended and Restated Declaration of Protective Covenants for the Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions, a planned residential use development.

1.3 The term **Association** shall mean and refer to the association of the owners of lots at Woodstock Village Nos. 1, 2, 3 and No. 4 Subdivisions acting as a group in accordance with the terms of the Amended and Restated Declaration.

1.4 The term **Board of Directors** shall mean and refer to the managing committee or governing board of the Association.

1.5 The term **City** shall mean and refer to the City of Murray in Salt Lake County, State of Utah.

1.6 The term **Common Area** shall mean and refer to all Common Area, elements in the Project, including by way of illustration but not limitation all of the land and improvements not privately owned or dedicated to the City or normally in common use.

1.7 The term **Dwelling or Dwelling Unit or Lot** shall mean and refer to the dwelling, home, residence or living Unit or Lot constructed upon a Lot.

1.8 The term **Entry** shall mean the entry way into the Project or a particular Neighborhood.

1.9 The term **Entry Monument** shall mean the monument, planter boxes, landscaping features and other physical improvements identifying the Project located at or near the Entry or entrance to the Project.

1.10 The term **Single Family** shall mean and refer to one of the following:

- (a) a single person;
- (b) a group of natural persons related by blood, marriage or legal adoption, and an additional person or persons as a caretaker or as domestic help;
- (c) a group of not more than two unrelated persons (not including natural persons related to each other by blood, marriage or adoption) who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

1.11 The term **Final Plat** shall mean and refer to the final, recorded Record of Survey Map or Plat Map in the office of the County Recorder for Salt Lake County, Utah, showing the Project, Common Area, Lots, roads, boundaries, and other improvements of a less significant nature.

1.12 The term **Individual Charge** shall mean and refer to a charge levied by the Association against an Owner, Guest or Permittee for all expenses resulting from the act or omission of such Owner, Guest or Permittee, excepting the Owner's failure to pay any Assessment.

1.13 The term **Lender** shall mean and refer to a Mortgagee.

1.14 The term **Lot** shall mean and refer to a portion of the Project intended for any type of independent private ownership and use as may be set out in this Amended and Restated Declaration, and as shown on the Final Plat Map. Where the context indicates or requires, the term Lot shall be considered to include a Dwelling Unit or Lot or any other physical structure or improvement constructed upon the Lot.

1.15 The term **Lot Number** shall mean and refer to the number, letter or combination thereof designating a particular Lot.

1.16 The term **Mortgage** shall mean and refer to any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Lot or Unit or any part thereof or interest therein is encumbered. A *First Mortgage* is a Mortgage having priority as to all other Mortgages encumbering a Lot or Unit, or any part thereof or interest therein.

1.17 The term **Mortgagee** shall mean and refer to any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A **First Mortgagee** shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Amended and Restated Declaration shall also protect the Association as the holder of a First Mortgage of a Lot or Unit, or any interest therein.

1.18 The term **Office of the County Recorder or County Recorder** shall mean and refer to the Office of the County Recorder of Salt Lake County, Utah.

1.19 The term **Owner** shall mean and refer to the reputed owner of a Lot or Unit at the Project as shown on the records of the County Recorder of Salt Lake County, Utah.

1.20 The term **Project** shall mean and refer to Woodstock Village Nos. 1, 2, 3, and 4 Subdivisions.

1.21 The term **Project Documents** shall mean and refer to all of the documents governing the Project, in whole or in part, including the Amended and Restated Declaration, Final Plat, Bylaws, Rules and Regulations, and Articles of the Association.

1.22 The term **Single Family Residence** shall mean and refer to both the architectural style of a Dwelling Unit or Lot and the nature of the residential use permitted.

1.23 The term **Size** shall mean and refer to the number of cubic feet or the number of square feet of ground of a Lot as computed by reference to the Final Plat and rounded off to a whole number.

1.24 The term **Total Votes or Total Votes of the Association** shall mean and refer to the total number of votes appertaining to the Association.

1.25 The term **Tract** shall mean and refer to all of the real property submitted to the Amended and Restated Declaration.

## **II. COMMON AREAS AND LANDSCAPING; MANAGEMENT AND MEMBERSHIP**

2.1 **Common Area.** The following are designated as Common Area of the Tract, to wit: The recreational vehicle storage area, the park strip area located contiguous to 1300 East Street, and the Unit or Lot street lighting system located within the park strip, all of which are more particularly designated on the Final Plat.

2.2 **Maintenance and Landscaping – Minimum Standards.** No Owner shall do (or fail to do) any work or make any alterations or changes which would jeopardize the soundness, safety or marketability of the Property, or any part thereof, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Owners being first obtained. Each Owner shall have the duty to maintain his Lot, Dwelling Unit or Lot and landscaping in an attractive, well-kept manner at all times. All landscaping is subject to the express prior written approval of the Architectural Control Committee, and no alterations shall be made without its prior express written consent. Consent may be withheld for purely aesthetic reasons. If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Management Committee may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. In addition, it may be considered a "Fine" against a Lot Owner.

2.3 **Bylaws.** The Association shall be administered in accordance with the Bylaws attached hereto and incorporated herein by this reference as they may be amended from time to time.

2.4 **Membership in the Association.** Each Owner is a mandatory member of the Association. Membership in the Association may not be assigned, transferred, pledged, or alienated in any way.

## **III. VOTING**

Each Lot shall have one (1) vote based upon its percentage of ownership. In any case in which this Amended and Restated Declaration requires the vote of the Board of Directors or an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from the members of the Board of Directors or Owners who collectively hold the required percentages.

#### IV. EASEMENTS

4.1 **Grant of Access Easement.** The Association hereby reserves to itself and hereby grants and conveys to itself a nonexclusive, perpetual right-of-way and easement over, across and through the Project, together with the right to use, operate, maintain, repair and replace the Common Area, and all improvements therein, subject to all of the terms, covenants, conditions and restrictions set forth herein, as shown on the Final Plat. The easement is to be used in common by the Association and the Owners subject to all of the terms, covenants, conditions, and restrictions set forth herein. The easement created is intended to be used as a private non-exclusive easement for the use and benefit of Association and the Owners.

4.2 **Grant of Use, Installation, Construction and Maintenance Easement.** The Association hereby reserves to itself and hereby grants and conveys to itself an exclusive easement to make such use of the Common Area as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to this Amended and Restated Declaration, including, without limitation, the right to install, construct and maintain the Common Area for use by the Association and Owners, as shown on the Final Plat.

4.3 **Utility Easements.** Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or herein set forth.

(a) Wherever sanitary sewer connections, water connections, electricity, gas, telephone, cable television lines, or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines, or facilities shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines, or facilities, or any portion thereof lie, to repair, replace, and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

(b) Wherever sanitary sewer connections, water connections, electricity, gas, telephone, cable television lines, or drainage facilities are installed within the subject property, which connections serve more than one (1) Lot, the owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service that Lot.

4.4 **Sidyard Easements.** There is hereby reserved to Declarant, its successors and assigns, sidyard easements as shown on Exhibit A which easements shall be appurtenant to the Lots described on Exhibit A as "dominant tenement" and which easements shall burden the Lots described on Exhibit A as "servient tenement." Such easements shall be as follows:

4.4.1 In favor of the dominant tenement over the servient tenement for the purpose of accommodating the natural settlement of structures and surrounding fill; and

4.4.2 Over the portion of the servient tenement lying between the boundary of the dominant tenement and any wall or fence constructed on the servient tenement for the purposes

of landscaping, drainage, the establishment of a general recreational or garden area, and purposes related thereto subject to the following provisions:

(a) The owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement; and

(b) The servient tenement shall have the right of drainage over, across, and upon the easement area for water draining from any structure upon the servient tenement, the right to maintain eaves and appurtenances thereto, and the portions of any structure upon the servient tenement as originally constructed or as constructed pursuant to the Architectural Control provisions set forth herein; and

(c) The owner of the dominant tenement shall not attach any object to a wall or Dwelling Unit or Lot belonging to the servient tenement or disturb the grading of the easement area or to otherwise act with respect to the easement area in any manner which would damage the servient tenement; and

(d) In exercising the right of entry upon the easement area as provided for above, the owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other times existing in the easement area; provided, however, the owner of the servient tenement shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonable avoided in connection with such entry upon the easement area for authorized purposes.

4.4.3 Any damage caused by the owner of the dominant tenement to the servient tenement or structures located thereon, shall be repaired and paid for by the owner of said dominant tenement.

**4.5 Entry Monument Easement.** Easements for the Entry Monument and its corresponding plantings, landscape features and physical improvements, utilities, drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the Entry Monument, installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way, or impair its view, nature, scope, function or utility. If an Owner violates the duties set forth herein, the Association is granted and hereby expressly reserves the right to enter onto the property to restore the area to its original condition at the sole cost of the Owner, and without being guilty of a trespass.

**4.6 Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Lot or Lots, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the

Common Area, or upon an adjoining Lot or Lots, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

## V. INSURANCE AND INDEMNITY

5.1 **Insurance for Association.** The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for owners and residents in order to maintain the insurability of the Project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual Owners. The Association shall obtain the following insurance coverages (the "Association Master Policy"):

- public liability;
- property, fire and extended hazard;
- directors and officers; and
- fidelity bond.

5.1.1 The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death, and property damage. This amount may be increased or decreased by the Board of Directors upon a written recommendation for its insurance agent without amending the Amended and Restated Declaration. Each policy shall name the Association as a "Loss Payee" or "Additional Insured." The Association Policy DOES NOT cover personal property of the Owner or renter such as automobiles, furniture, appliances, paintings, pictures, wall hangings, and clothing or personal liability. Each Owner is encouraged to purchase insurance to cover the cost of the deductible. The Association has the right, power and authority to adjust claims.

## VI. MAINTENANCE

6. **Generally.** It is Association's intent that the Association be responsible for maintaining the integrity of the original design scheme and that it oversee, direct and control all common elements.

6.1 **Association's Landscaping and Irrigation Responsibilities.** The Association shall install and maintain the Common Area.

6.2 **Area of Common Responsibility.** The Association shall maintain, repair and replace, at its sole expense, the Common Area.



6.3 **Area of Private Responsibility.** Each Owner shall maintain, repair and replace, at his sole expense, his Lot and all improvements constructed thereon.

## VII. ASSESSMENTS

7.1 **Assessments Generally.** Each Owner, by virtue of accepting a deed or other document of conveyance to a Lot or Unit, covenants and agrees to pay his share of the Common Expenses. The term "Common Expenses" shall mean and refer to (a) all sums lawfully assessed against the Owners by the Association; (b) Expenses of administration, maintenance, repair or replacement of the Association; (c) Expenses allocated by the Association among the Owners; (d) Expenses agreed upon as common expenses by the Board of Directors; and (e) Expenses declared common expenses by the Amended and Restated Declaration. The Assessments provided for herein shall be used for the general purpose of paying administration of the Project and promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents therein. All payments shall be made to the Association.

7.2 **Apportionment of Expenses.** The Common Expenses for the Association shall be allocated among all of the Lots equally.

7.3 **Books and Records.** The Association shall (a) keep books and records in accordance with generally accepted accounting practices and (b) prepare yearly billing statements and/or ledgers for each Owner detailing his share of the expenses and any other charges.

7.4 **Payment.** Yearly invoices for each Owner will be prepared by the Association. Payment of the Assessments must be made to the Association within thirty (30) days from the date the Invoice is delivered. A late fee of \$5.00 or as the Board may determine from time to time may be assessed on all late payments. Default interest at the rate of 1.5% per month may be charged on the outstanding balance on all delinquent accounts until paid.

7.5 **Reserves.** The Association shall establish and fund a reasonable reserve account or accounts for unforeseen Operating Expenses (or Common Expenses), major repairs, and capital improvements or additions. In the event the reserve account or accounts fall below an amount considered acceptable by the Board of Directors, then, in its sole discretion and without any additional approval required, the Association may restore or replenish the account or accounts by an equitable increase in the monthly Assessment, a Special Assessment, or any combination.

7.6 **Lien.** If any Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Board of Directors or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing Unit or Lot or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a

lien prior to subsequently recorded encumbrances. Lien preparation and filing costs shall be added to the outstanding balance and accrue interest as provided for in paragraph 7.4.

**7.7 Priority of Lender Foreclosing.** Any first mortgagee who obtains title to a Lot or Unit pursuant to the remedies in the mortgage or through foreclosure will be liable for all of the unpaid regularly budgeted Assessments, dues or charges accrued before acquisition of the title to the property by the mortgage. The mortgagee will also be liable for any reasonable attorney's fees or costs related to the collection of the unpaid dues

**7.8 Personal Obligation.** Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed. Failure to pay any Assessment shall be considered a breach of the obligation to pay any other Assessment.

**7.9 No Waiver.** No Owner may waive or otherwise exempt himself from liability for the payment of Assessments, including but not limited to the non-use of common area, common element or the abandonment of his Lot or Unit.

**7.10 Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

**7.11 Equitable Changes.** If the aggregate of all monthly payments on all of the Lots and/or Unit or Lots is too large or too small as a result of unanticipated income or expenses, the Board of Directors may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

**7.12 Special Assessments.** In addition to the other Assessments authorized herein, the Board of Directors may levy special assessments in any year to cover any unexpected expenses, operating shortfall, major repairs, additions or capital improvements.

**7.13 Foreclosure of Lien as Mortgage or Trust Deed.** The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest in the property. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law.

**7.14 Assignment of Rents.** If the Owner of a Lot or Unit who is leasing a Lot or Unit fails to pay any assessment the Board of Directors may demand the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid.

7.15 **Fines.** A breach of the Project Documents is subject to enforcement pursuant to the Amended and Restated Declaration and may include the imposition of a fine. A fine assessed hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of an Assessment, Individual Charge, or Common Expenses.

## VIII. GENERAL RESTRICTIONS

8.1 **Land Use and Building Type.** No portion of the subject property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of the subject property, other than one single-family living Unit or Lot not to exceed two stories in height, with a private garage for not less than two (2) motor vehicles and not more than four (4) motor vehicles; however, Accessory Buildings, specifically storage sheds for yard tools, may be installed, erected or constructed on a Lot, subject to the Architectural Committee's express written approval. No Accessory Building may adjoin a Dwelling Unit or Lot or be built on a servient easement.

8.2 **Architectural Control.** No Building, roofing, landscaping, grading, fence, wall, driveway, swimming pool, or other structure or improvements, shall be commenced, erected, placed, or altered on the subject property nor shall any re-painting, re-roofing, or remodeling be done without the full compliance and provisions hereof. All buildings, changes, alterations, and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the subject property.

8.3 **Building Size.** No building shall be permitted on the subject property having a ground floor area in the main structure, exclusive of one story open porches, and garages, of less than 1,300 square feet for a single story building, or 1,500 total square feet for a two story building, including not less than 850 square feet on the main floor thereof. In addition, no building, open porch, or garage shall be located on any portion of the subject property nearer to any property line, nor nearer to any street, other than as provided in the applicable City zoning ordinances, subject to any variances which may be granted from time to time with respect to the subject property.

8.4 **Building Location.** Building and fence locations shall conform to the building envelope and all applicable governmental ordinances, rules and regulations.

## IX. LEGAL STATUS

9.1 **Legal Status.** The Plat shows the number of each Lot, its location, and the Common Area to which it has immediate access. All Lots shall be capable of being independently owned, encumbered and conveyed; and shall have an appurtenant uniform undivided percentage of ownership interest in the Common Area.

9.2 **Membership in Association.** By virtue of his acceptance of a deed or other document of conveyance to a Lot, each Owner shall be considered a member of the Association.

Membership is mandatory and may not be partitioned or separated from the ownership of the Lot.

**9.3 Allocation of Losses and Voting Rights.** Losses, and voting rights in the Association shall be divided equally among the Lots. The percentage of ownership interest in the Common Area appurtenant to each residential Lot shall be uniform and equal. The undivided interest of each Owner in the Common Area shall have a permanent character and shall not be altered without the affirmative written consent of at least two-thirds (2/3) of the Lots expressed in an amendment to the Amended and Restated Declaration duly recorded.

## **X. INITIAL USE RESTRICTIONS**

Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any Person. The Project shall be used only for residential purposes, except as expressly set forth below, and the Common Area shall only be used in a manner consistent with the residential nature of the Project.

**10.1 Structures in the Common Area.** No Owner shall erect or construct, in the Common Area, any structure of any type whatsoever without the prior written approval of the Board of Directors.

**10.2 Storage of Personal Property and Vehicles.** No Owner shall place, store, keep or permit to be placed, stored or kept, upon the Common Area any personal property, including, but not limited to, vehicles of any type except pursuant to the rules and regulations of the Association without the prior written approval of the Board of Directors.

**10.3 Structural Alterations.** Except as expressly provided in this Amended and Restated Declaration, no Owner shall have the right to redecorate or make alterations or repairs to the Common Area, nor shall any Owner have the right to subject the Common Area, or any portion thereof, to any liens for the making of improvements or repairs to the Common Area, or any portion thereof.

**10.4 Nuisance.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. No lighting fixture may be installed on a Lot which produces an intensity or glare offensive to, or interfering with any owners or residents in neighboring Lots.

**10.5 Signage.** No billboard of any kind shall be erected, posted, painted or displayed upon or about the Tract. No sign, except for "For Sale" or "For Rent" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about the Tract unless and until the form, dimensions and design of said sign has been submitted to and approved in writing by the Architectural Control Committee. Signs in violation of this subsection shall be considered non-conforming. The Architectural Control Committee is hereby granted the right,

power and authority to remove and dispose of non-conforming signs without being guilty of a trespass or conversion. An exception shall be made for election signs, which signs should be customary in size (approximately 2'x3') and which signs shall be removed from the property 24 hours after the election.

**10.6 Animals and Pets.** Large animals as that term is defined by City Ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred at the Project. No more than two (2) domestic pets as that term is defined by City Ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person (including cats); (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

**10.7 Sanitation and Health.** No portion of the subject property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste ("trash"). Trash shall not be kept except in sanitary containers. No trash, junk, or debris shall be burned upon the subject property except that trash may be burned inside homes that are properly equipped with non-offensive inside incinerator Unit or Lots. Each portion of the subject property shall be kept free of trash by the owner or resident. No person shall allow any unsightly, unsafe, or dangerous conditions to exist on the subject property.

**10.8 Water Supply.** No individual water supply system shall be used or permitted to be used on the subject property.

**10.9 Sight Distance at Intersections and Corners.** No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any portion of the subject property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the subject property. Sightline limitations shall apply on any portion of the subject property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No bush or other landscaping shall be permitted to remain within such distances of such intersections or in obstruction of such sightlines. Sightline limitations shall comply with all Murray City ordinances.

**10.10 Insurance.** Nothing shall be done or kept in any Lot or in the Common Area or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Lot which would increase the rate of insurance

on the Project or any part thereof over what the Association but for such activity, would pay, without the prior written consent of the Board of Directors.

**10.11 Laws.** Nothing shall be done or kept in any Lot or in the Common Area or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

**10.12 Damages.** No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner, Guest or Permittee, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him.

**10.13 Rules and Regulations.** No Owner shall violate the rules and regulations for the use of Lots and Common Area as adopted from time to time by the Association.

**10.14 Renters and Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Unit or Lots is subject to the following covenants, conditions and restrictions:

**10.14.1** Renting rules and regulations adopted by the Management Board of Directors, as they may be amended from time to time.

**10.14.2** No Owner shall be permitted to lease his Dwelling Unit or Lot for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. Notwithstanding the foregoing, any lot currently used for short term rental shall be grandfathered and shall be deemed a permitted use until such time as the owner of that lot sells the lot or until such use is discontinued for a consecutive period of six (6) months, at which time that lot shall be subject to this provision. No Owner may lease individual rooms to separate persons or less than his entire Dwelling Unit or Lot, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Architectural Control Committee.

**10.14.3** Any owner desiring to rent or lease his Dwelling Unit or Lot shall make an application to the board together with a copy of the proposed lease. The board, at its discretion may approve or deny the application, after taking into consideration the effect on parking and the neighborhood. The board's approval may not exceed a period of three (3) years, upon which the owner must make application again. Notwithstanding the foregoing, any lot currently used as a rental shall be grandfathered and be deemed approved by the board until such time as the owner of that lot sells the lot or until such use is discontinued for a consecutive period of six (6) months.

**10.15 Waiver of Right to Partition.** The Association is granted and hereby expressly reserves the unilateral right to partition or subdivide the Property. By accepting title to a Lot,

each Owner, for himself and for his heirs, successors-in-title and assigns, does absolutely and forever waive any right to seek or obtain physical partition of the property, or any portion thereof, and does further waive the right to seek or obtain partition of the property by means of the sale of thereof, in whole or in part, unless the institution of such suit or action for partition has been approved by the affirmative vote of the same number of Owners that would be required to sell all or any portion of the Project pursuant to and in compliance with this Amended and Restated Declaration and the Association, if Association still then retains the right to control the Association. Notwithstanding the foregoing, there shall be no limitation on judicial sale in lieu of partition in the case of co-owners of individual Lots.

**10.16 Storage and Parking of Vehicles.** No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, motorcycles, four-wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the subject property on a permanent or regular basis subject to Murray City Ordinance. A vehicle storage area has been established within the subdivision for storage of recreational and other appropriate vehicles. Parking of motor vehicles in the driveway is permitted.

**10.17 Motorcycles and Motorbike Restrictions.** Motorcycles, motorbikes, and similar vehicles shall not be used or ridden within the subject property for recreational or joy riding purposes, except that such vehicles may be used to transport persons to or from an owner's residence located within the subdivision. The purpose of this paragraph is to eliminate undue noise and fumes and to promote safety within the subdivision.

**10.18 Fencing.** All fencing must be approved in writing by the Architectural Control Committee to maintain quality of construction and uniformity of appearance. No fence, wall or hedge may extend beyond the front yard setback at any point. No fencing shall be altered without prior written approval of the Architectural Control Committee. Any additional fencing shall be harmonious and constructed of like materials, color, design, and height as the original fencing and shall be approved in advance by the Architectural Control Committee. All fencing within the Project must (a) strictly comply with all of the conditions required by the City for the recordation of the Plat and (b) be expressly approved in writing by the Architectural Control Committee. Each Owner by acceptance of a deed or other document of conveyance expressly agrees that any non-conforming fence or fences may be removed by the Association or its assigns without further notice and at the Owner's sole expense, and they shall not be guilty of a trespass. No chain-link will be permitted.

**10.19 Landscaping, Planting and Gardens.** Each property shall have the duty to maintain landscaping in an attractive, well-kept manner at all times, including parking strips where applicable. All landscaping changes are subject to prior approval by the Architectural Control Committee, and no alterations shall be made without prior approval of the Architectural Control Committee. Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major landscaping change or modification be made or removed without prior approval of the Architectural Control Committee. However, notwithstanding this section, all diseased trees and bushes must be removed by the owner within a reasonable time after the diseased condition is discovered.

**10.20 View Impairment.** Neither the Association nor the Architectural Control Committee guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Association nor the Architectural Control Committee shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

**10.21 Entry Monument.** Entry Monuments shall be located in Common Area and may include a planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, no Owner may make any structural alterations to the property which may adversely affect such feature, including the planting or placement of any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view, function or purpose of the feature.

**10.22 Satellite Dishes and Antenna.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the Project without the prior written consent of the Association or ACC, which shall not be unreasonably withheld. If there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Association and/or ACC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time.

**10.23 Garbage and Refuse Disposal.** No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days. This shall also apply to recycling containers. The Board, upon request by a lot owner, may grant a variance to this requirement for a hardship; said approval may be granted at the sole discretion of the board, and without any duty of care to the applicant or to the other neighbors.

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

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

**10.26 Private Residence.** No Lot shall be used except as a single family residence. Any lot used for purposes that do not comply with the definition of a single family residence as defined herein shall have a period of one (1) year to be brought within compliance with this section.



**10.27 Business Use.** No resident may operate a commercial trade or business in or from his Lot with employees of any kind which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit or Lot. No commercial trade or business may be conducted in or from a Lot unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a City issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the ACC, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the ACC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

**10.28 Lights, Poles and Exterior Fixtures.** No yard lights, mail boxes, window shades, awnings, planters, window guards, antennas, light fixtures, fans, air conditioning devices, or other similar items, shall be installed outside the interior of any buildings on the Property without the prior written consent of the Architectural Control Committee; nor may any lighting device be installed or maintained on the Property, including any Lot, which causes an intensity or glare offensive to, or interfering with, any Owners or residents thereof.

**10.29 Water Supplies.** No individual water-supply system shall be used or permitted to be used on the Tract without the prior express written consent of the Architectural Control Committee.

**10.30 Recreational Vehicle Storage Area.** Storage of personal property, including motor vehicles and trailers, in the Recreational Vehicle Storage Area is subject to rules and regulations (and user fees) adopted by the Management Committee as they may be amended from time to time.

## **XI. ARCHITECTURAL CONTROL BOARD OF DIRECTORS AND RELATED ISSUES**

**11.1 Aesthetics.** Since aesthetics, the integrity and harmony of the original design, and the quality of construction and materials throughout the Project is important, all architectural designs, plans, specifications, construction materials, and construction must be (a) reviewed and approved by the Architectural Control Committee ("ACC"), which shall consist of the members of the Board of Directors, and (b) consistent with the governing documents.

**11.2 Architectural Control Committee or ACC.** The Association has the sole right and exclusive authority to resolve all architectural issues and may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder as the ACC. The Board of Directors constitutes the ACC. Any member of the ACC who fails on three (3) successive occasions to attend regularly scheduled meetings or who has failed to attend at least twenty-five percent (25%) of all regularly scheduled meetings held during any twelve (12) month period shall automatically forfeit his seat. Members of ACC shall not be compensated for their services, although they may be reimbursed for costs advanced.

**11.3 ACC Powers and Standing.** Any instrument executed by the ACC or its legal Representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The ACC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ACC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions hereof.

**11.4 Procedures for Approval of Plans and Specifications.** The Association or ACC shall adopt written guidelines and procedures for the approval of plans and specification.

**11.5 Enforcement.** The ACC is hereby granted the power, authority and right to interpret and enforce the architectural and construction provisions set forth in the governing documents. Any construction, alteration, or other work done in violation of this Amended and Restated Declaration shall be considered to be nonconforming. Upon written request from the ACC an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ACC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.

**11.6 Approval.** In the event that the ACC fails to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered approved, subject to the minimum requirements as set forth herein.

**11.7 No Waiver of Future Approvals.** The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Board of Directors, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

**11.8 Variance.** The ACC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with it's duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Amended and Restated Declaration, or (c) stop the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

**11.9 Limitation of Liability.** Neither the Association nor the ACC, or any of their

employees, agents, Representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Amended and Restated Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Association and the ACC, and their employees, agents, Representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.

## **XII. AMENDMENT**

**12.1 General.** Except as provided elsewhere in this Amended and Restated Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Amended and Restated Declaration shall require the affirmative written vote or consent of a majority of the Total Votes of the Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or delegate of the Association shall certify that the vote required by this Section for Amendment has occurred.

**12.2 Unilateral Right to Amend Under Certain Conditions.** Notwithstanding anything contained in this Amended and Restated Declaration to the contrary, this Amended and Restated Declaration may be amended unilaterally at any time and from time to time by Association if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Amended and Restated Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot or Unit unless any such Owner shall consent thereto in writing.

**12.3 To Satisfy Requirements of Lenders.** Anything to the contrary notwithstanding, Association reserves the unilateral right to amend all or any part of this Amended and Restated Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Amended and Restated Declaration or approval of the sale of Lots or Unit or Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or Unit, or any portions thereof. Any such amendment shall be effected by the recordation by Association of an Amendment duly signed by the Association, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an

Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Association to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Association, Association shall have the unilateral right to amend this Amended and Restated Declaration to restore such control.

### **XIII. TERMINATION**

13.1 **Termination.** The Project may be terminated only by the unanimous written agreement of all Owners in the Project.

13.2 **Mortgagees.** Following termination, Mortgagees holding Mortgages on the Lots which were recorded before termination may enforce those liens in the same manner as any lienholder.

13.3 **Common Area.** In the event of the dissolution of the Association, the Common Area shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Area and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the Common Area shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners as tenants in common.

### **XIV. CONDEMNATION AND EMINENT DOMAIN**

14. **Condemnation and Eminent Domain:** If the state or a municipality, private person, corporation or other legal entity authorized to exercise functions of public character exercises its power of eminent domain to acquire private property for public use by condemnation, it shall do so in accordance with Utah law and in return for just compensation. For use herein the term "condemnation" shall mean the process of taking private property, without the consent of the owner, for public use through the power of eminent domain.

### **XV. BOARD OF DIRECTORS**

15.1 **General.** The Association shall be managed by a Board of Directors consisting of three (3) natural persons, who shall also serve as the Architectural Control Committee. The Association shall appoint the initial members of the Board of Directors. Each member of the Board of Directors shall serve a term of three years. The Board of Directors shall adopt Bylaws by which to administer the Association. The Board of Directors shall have, and is hereby granted, the following authority and powers: (a) to access a Lot or Dwelling Unit or Lot without being guilty of a trespass; (b) to grant permits, licenses, and non-exclusive easements over, under, across, and through the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project; (c) to

execute and record, on behalf of all Owners, any amendment to the Amended and Restated Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment; (d) to sue and be sued; (e) to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained; (f) to adopt, modify and repeal house, administrative, club and other rules and regulations; (g) to interpret and enforce the Project Documents; (h) to keep books and records; and (i) to do each and every thing required of it hereby.

**15.2 Access.** The right to access a Lot or Dwelling Unit or Lot:

15.2.1 From time to time during reasonable hours and after reasonable notice to the occupant of the Lot or Dwelling Unit or Lot being entered, as may be necessary for the maintenance, repair, or replacement of any of the Common Area; or

15.2.2 For making emergency repairs necessary to prevent damage to the Common Area or to another Lot or Dwelling Unit or Lot, provided that a reasonable effort is made to provide notice to the occupant of the Lot or Dwelling Unit or Lot prior to entry. For use herein the term "emergency" shall mean the threat of imminent and substantial harm to person or property.

**15.3 Indemnity.** The Association shall indemnify every officer and member of the Board of Directors against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board of Directors in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or member of the Board of Directors. The officers and members of the Board of Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board of Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the any Association (except the obligation to pay their individual Assessments), and the Neighborhood Association shall indemnify and forever hold each such officer and member of the Board of Directors free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall, as a Common Expense, obtain a directors and officers insurance policy, and a fidelity bond.

## **XVI. MISCELLANEOUS**

**16.1 Covenants to Run with Land.** This Amended and Restated Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Amended and Restated Declaration and any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Lot or Unit in any Neighborhood, and their respective grantees, transferees, heirs, devisees, personal Representatives, successors, and assigns. This Amended and Restated Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Neighborhood,

Neighborhood Association, and Owner, as well as their Guests and Permittees. All real property interests in each Neighborhood shall be subject to this Amended and Restated Declaration and all of such covenants, provisions, and requirements. Each Owner, by virtue of his accepting a deed or other document of conveyance to, or possession of any Lot or Unit, hereby consents and agrees to be subject to and bound by the Project Documents, including this Amended and Restated Declaration and all of the covenants, provisions and requirements hereof.

**16.2 Partial Invalidity.** The invalidity or unenforceability of any portion of the Amended and Restated Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Amended and Restated Declaration or the application thereof to any party to this Amended and Restated Declaration, or circumstances should to any extent be invalid, the remainder of this Amended and Restated Declaration or the application of such provision to any party to this Amended and Restated Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Amended and Restated Declaration shall be valid and enforceable to the fullest extent permitted by law.

**16.3 Captions.** The captions or headings which precede the paragraphs of this Amended and Restated Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

**16.4 Construction.** Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

**16.5 Governing Law.** This Amended and Restated Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

**16.6 Enforcement and Attorneys' Fees.** In the event the Association, a Neighborhood Association, Board of Directors, or an aggrieved Owner be required to take action to enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue.

**16.7 Registered Agent.** The initial registered agent of the Association is Jason Ivins. The initial registered office of the Association is at 1350 Heatherton Circle, Salt Lake City, Utah 84121.

**16.8 Professional Manager.** The Association and all Neighborhood Associations may be managed by the same professional manager or management company to be selected by the Board of Directors.

**16.9 Mortgagee Protection.** Nothing herein contained, and no violation of these Protective Covenants shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.


16.10 **Duration.** This Amended and Restated Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective perpetually unless terminated by the unanimous consent of all of the parties hereto.

16.11 **Effective Dates.** This Amended and Restated Declaration shall be effective on the date it is recorded in the Office of the County Recorder of Salt Lake County, Utah.

17. This Document is acknowledged by the homeowners listed on the Acknowledgment attached hereto as Exhibit B, and by their signatures consent to the recording of this document on the properties described in Exhibit A. Exhibit B may be executed in parts.

DATED this 14 day of September, 2007.

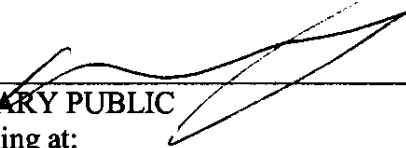
ASSOCIATION:  
WOODSTOCK VILLAGE  
NOS. 1, 2, 3 AND NO. 4 SUBDIVISIONS  
HOMEOWNERS ASSOCIATION

By:   
Jason Ivins, President

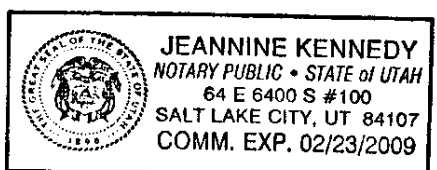
**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14 day September, 2007 by JASON IVINS, the President of Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions Homeowners Association., a Utah limited liability company, and said JASON IVINS duly acknowledged to me that said Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions Homeowners Association executed the same.

  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:



**AMENDED AND RESTATED BYLAWS OF  
WOODSTOCK VILLAGE NOS. 1, 2, 3 AND 4 SUBDIVISION  
HOMEOWNERS' ASSOCIATION**

**ARTICLE I  
LEGAL AUTHORITY**

These Amended and Restated Bylaws for the Woodstock Village Nos. 1, 2, 3 and 4 Subdivision Homeowners Association (the "Association"), are promulgated pursuant to and in conformance with the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 et seq., (2000) (the "Act"), and pursuant to authority granted to the Board as set forth in the Association's Articles of Incorporation.

**ARTICLE II  
PRINCIPAL OFFICE AND AGENT**

**Section 2.1 Principal Office:** The principal office of the Association is the residence of the serving secretary, which as of the date of this filing is Elke Firth at 1460 Vintry Circle, Salt Lake City, Utah 84121.

**Section 2.2 Registered Agent:** The registered agent of the Association shall be one of the members or officers of the board. At the date of this filing, it is Jason Ivins, 1350 Heatherton Circle, Salt Lake City, Utah 84121.

**ARTICLE III  
BOOKS AND RECORDS**

**Section 3.1 Books and Records.** The Association shall keep as permanent records, at its principal office, the following books, records and documents:

- (a) its Articles of Incorporation;
- (b) its Bylaws;
- (c) resolutions adopted by its Board;
- (d) the minutes of all members' meetings, for a period of three years;
- (e) records of all action taken by members without a meeting, for a period of three years;
- (f) all written communications to members generally, for a period of three years;
- (g) a list of the names and business or home addresses of its current directors and officers;



- (h) a copy of its most recent annual report delivered to the Division of Corporations;
- (i) all financial statements prepared for periods ending during the last three years;
- (j) minutes of all meetings of the Board;
- (k) a record of all actions taken by the Board without a meeting;
- (l) a record of all actions taken by a committee of the Board on behalf of the Association;
- (m) a record of all waivers of notices of meetings of members, the Board or any committee;
- (n) a record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order, showing the number of votes each member is entitled to cast;
- (o) membership transfer books and records; and
- (p) appropriate accounting records.

**Section 3.2 Inspection of Records.** A director or member is entitled to inspect and copy any of the records of the Association at the Association's secretary office, so long as the director or member gives the Association written demand, at least five business days before the date on which the director or member wishes to inspect and copy the records. A director or member may inspect and copy the records if the demand is made in good faith, for a proper purpose, the director or member describes with reasonable particularity the purpose and the records the director or member desires to inspect, and the records are directly connected with the described purpose.

**Section 3.3 Financial Statements:** Upon the written request of any member of the Association, the Association shall mail to such member its most recent financial statements showing in reasonable detail its assets and liabilities and the results of its operation, unless the member has already received the same. Neither the Association nor any director, officer, employee or agent of the Association shall be liable to the member or anyone to whom the member discloses the financial statement or any information contained therein for any error or omission therein, whether caused without fault, by negligence or by gross negligence, unless (1) the error or omission is material, (2) the director, officer, employee or agent in questions knew of the error or omission and intended for the member or other person to rely thereon to his detriment, (3) the member or other persons did reasonably rely thereon, and, in addition, (4) he is otherwise liable under applicable law.

**Section 3.4 Independent Compilation, Review or Audit.** Upon the written request of the President, a majority of the members of the Board, or twenty-five percent (25%) of the Unit or Lot Owners, the Board shall provide either a Compilation Report, Reviewed Financial

Statement, or an Audited Financial Statement<sup>1</sup>, prepared by an independent CPA.<sup>2</sup> The cost of the Compilation Report, Reviewed Financial Statement, or an Audited Financial Statement shall be a common expense.

#### **ARTICLE IV MEMBERSHIP**

**Section 4.1. Membership; Voting.** Every person or entity who is a record owner of a fee or undivided interest in any Unit or Lot which is subject by covenants of record to assessment pursuant to the Amended and Restated Enabling Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions, a Planned Mixed Residential Use Development (the "CC&Rs") located in Salt Lake County, Utah shall be a member of the Association. Ownership of such Unit or Lot shall be the sole qualification for membership. When more than one person holds such interest in any Unit or Lot, all such persons shall be members. However, the vote for such Unit or Lot shall be exercised as the members owning such Unit or Lot shall among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot. In other words, each Unit or Lot shall represent one (1) membership.

#### **Section 4.2 Voting of Memberships by Fiduciaries.**

(1) Memberships held by an administrator, executor, guardian, or conservator may be voted by him either in person or by proxy without a transfer of such membership into his name.

(2) Memberships standing in the name of a trustee may be voted by him either in person or by proxy but no trustee shall be entitled to vote memberships held by him without a transfer of such membership into his name.

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<sup>1</sup> The Board should be sensitive to the legal requirements for, and the costs involved in, preparing financial reports. The Board may require preparation of anything from merely compiled financial statements to a full audit. With compiled financial statements, the accountant simply takes information supplied by the Board of the association and puts it in proper financial statement form, without attempting to verify the information supplied. The accountant expresses no assurances regarding the financial statements. Reviewed financial statements involve certain inquiries and analytical procedures by the accountant concerning the association's accounting methods. A review should provide the accountant with a reasonable basis for expressing limited assurances to home owners that no material modification need be made to the financial statements. Audited financial statements require detailed examination, tests of accounting records and methods, and direct verification of assets and liabilities with banks, attorneys, creditors, and others. Generally, the accountant will give the association an unqualified opinion that the financial statements fairly represent the financial position of the association. Although audited financial statements may be the most thorough, they are also the most expensive financial report and may be unnecessary for the average association. A compilation is generally the least expensive type of report, but it gives the homeowners no assurances that the Board is accounting for association monies in accordance with generally accepted accounting principles. For this reason, the Board may wish to require only a review, which should be adequate to fulfill the Board's fiduciary duty to account to the home owners.

<sup>2</sup> The CPA may not own or reside in a Unit or Lot, serve on the Board, be an officer, agent, representative or employee of the Association, or otherwise have a conflict of interest, real or apparent.

(3) Memberships standing in the name of a receiver may be voted by such receiver, and memberships held by, or under the control of a receiver, may be voted by such receiver without the transfer thereof into his name, if authorization to do so is contained in an appropriate order of the court by which such receiver was appointed.

(4) A member whose membership is pledged shall be entitled to vote such membership until the membership shall have been transferred into the name of the pledge, and thereafter the pledge shall be entitled to vote the membership so transferred.

(5) Memberships belonging to the Association or held by it in a fiduciary capacity, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding memberships at any given time.

**Section 4.3 Memberships Appurtenant.** Memberships shall be appurtenant to and may not be separated from the ownership of any Unit or Lot which is subject to assessment by the Association.

**Section 4.4 Transfers of Memberships.** The membership held by any owners of a Unit or Lot shall not be transferred, pledged or alienated in any way, except upon the sale of encumbrance of such Unit or Lot, and then only to the purchaser or deed of trust holder of such Unit or Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any Unit or Lot should fail or refuse to transfer the membership registered in his name to the purchase of such Unit or Lot, the Association shall have the right to record the transfer upon the membership books of the Association.

**Section 4.5 Leased Memberships.** Memberships in the association may be leased by any member to any lessee of the Unit or Lot to which the membership in appurtenant. No membership shall be leased for use on any other Unit or Lot of property without the express written approval of the Board. All voting rights with respect to any leased memberships in the Association shall be exercised by the lessee of said membership. The lessee of any membership of the Association shall be subject to and agree to abide by these Bylaws and all Lawful rules and regulations of the Association.

**Section 4.6 Rules.** The Board shall have power and authority to make all such rules and regulations as it may deem expedient concerning the transfer and registration of memberships in the Association not inconsistent with the laws of the State of Utah, the Articles of Incorporation and these Bylaws.

## **ARTICLE V MEETINGS**

**Section 5.1 Meetings by Telecommunication.** Any member may participate in an annual, regular, or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may

hear each other during the meeting. A member participating in a meeting by a means permitted hereunder is considered to be present in person at the meeting.

## **ARTICLE VI** **ASSOCIATION**

**Section 6.1 Composition.** The association of Unit or Lot Owners is a mandatory association consisting of all Owners.

**Section 6.2 Place of Meeting.** Meetings of the Association shall be held at a suitable place, date and time as may be designated by the Board and stated in the notice of meeting.

**Section 6.3 Notice of Meeting.** It shall be the duty of the Secretary to hand deliver or mail to each owner at his last known address, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 6.4 Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he is in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid his share of the Common Expenses, all Assessments and other charges due.

**Section 6.5 Proxies.** The votes appertaining to any Unit or Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit or Lot Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association prior to the meeting. Only individual Owners or the legal representative of an institutional Owner may be proxies.

**Section 6.6 Quorum.** A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. Those Owners present, either in person or by proxy, at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of

Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

**Section 6.7 Order of Business.** The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. report of special committees, if any;
- f. election of inspectors of election, if applicable;
- g. election of Committee Members, if applicable;
- h. unfinished business; and
- I. new business.

**Section 6.8 Conduct of Meeting.** The President shall, or in his absence the Vice-President, preside over all meetings of the Association.

**Section 6.9 Minutes.** The Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

**Section 6.10 Action May Be Taken Without A Meeting.** Any action to be taken at the meeting of the Board or any action that be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Board. An explanation of the action taken shall be posted at a prominent place or places within the Common Area with three (3) days after the written consents of all of the members of the Board have been obtained.

## **ARTICLE VII** **BOARD OF DIRECTORS**

**Section 7.1 Number, Term:** All corporate powers shall be exercised and the business and affairs of the Association shall be managed by the governing board (the "Board"), consisting of three (3) directors, each of whom shall be elected for a term of three (3) years and shall hold office until their successors are elected and qualified as set forth in the Articles of Incorporation and these Bylaws. A new Board member will be elected each year. Terms of office of the directors shall be thus staggered.

**Section 7.2 General Powers.** In addition to the powers and authorities by these Bylaws and the Articles of Incorporation expressly conferred upon it, the Board may exercise all such powers of the Association and do all such lawful acts and things are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the members. Without limiting the general powers of the Board to exercise control of the Association set forth above, the Board may, among other things: (i) buy, sell, exchange, or dispose of the real and personal property of the Association as may be deemed necessary;

however, no sale, exchange or lease of real estate shall be valid until approved by the members at a regular or a special meeting of the members called for that purpose; (ii) regulate the transfer of association memberships; (iii) prescribe the duties of its officers, agents, and employees, and fill all vacancies in the Board caused by death, resignation or otherwise; (iv) levy assessments on all memberships in the Association and enforce and collect these assessments; (v) employ engineers, attorneys, superintendents, and other subordinate officers, agents and laborers as in their judgment the business of the Association may require, prescribe their duties, and provide for their compensation; (vi) to make resolutions not inconsistent with the Articles of Incorporation or the laws of the State of Utah, for the administration and regulation of affairs of the Association; and (vii) to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized so long as such actions are not inconsistent with law or the Association's Articles of Incorporation or these Bylaws.

**Section 7.3 Qualifications:** Directors shall be natural persons of 18 years of age or older, be members of the Association, and shall have Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions as their permanent residence. With regard to corporations or other business entities which own memberships in the Association, one natural person who is an officer, director, manager or partner of any such member, who is designated in writing by said member as the corporate or business representative of said member, shall be eligible to serve as a director on the Board.

**Section 7.4 Compensation:** Members of the Board shall not be compensated.

**Section 7.5 Election of Directors:** At each election of directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes which he is entitled to cast, according to his class membership, for as many persons as there are directors to be elected and for whose election he has a right to vote. The candidates receiving the highest number of votes up to the number of directors to be elected shall be declared elected. Elections for directors shall be by written ballot.

**Section 7.6 Vacancies:** A vacancy or vacancies in the Board shall exist in case of the death, resignation or removal of any directors, or if the authorized number of directors is increased, or if the members fail, or any annual or special meeting at which any director is elected, to elect the full authorized number of directors to be voted for at that meeting. Also, the Board may declare vacant the office of a director if he is found to be of unsound mind by an order of a court of competent jurisdiction or convicted of a felony or misdemeanor involving moral turpitude or if, within sixty (60) days after notice of his election, he does not accept the office either in writing or by attending a meeting of the Board. Any vacancy occurring may be filled by the affirmative vote of a majority of the remaining directors (or a sole remaining director) although less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or if there was no predecessor, until the date set under these Bylaws for the next annual meeting and until his successor is elected. Any vacancy created by reason of the removal of one or more directors by the members may be filled by election of the members at the meeting at which the director or directors are removed.

**Section 7.7 Removal.** At a meeting expressly called for that purpose, one or more directors may be removed by a vote of a majority of the votes entitled to be cast at an election of directors, represented in person or by proxy.

**Section 7.8 Regular Meetings.** Regular meetings shall be held at a time and place determined by the Board, notice of which shall be by posted on the Association's website.

**Section 7.9 Special Meetings:** Special meetings of the Board may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board may fix any location, time and place within Salt Lake County, Utah, as the place for holding any special meeting of the Board called by them.

**Section 7.10 Notice of Special Meetings.** Notice of any special meeting shall be given at least three (3) days previously thereto either personally, by mail at his home or business address, by facsimile transmission, or by e-mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon paid. If by facsimile or e-mail, notice shall be deemed to be delivered when faxed or e-mailed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting. At any meeting at which every director shall be present, even though without any notice, any business may be transacted.

**Section 7.11 Action Without a Meeting.**

a. Any action required or permitted to be taken at a Board meeting may be taken without a meeting if each and every director in writing either:

(1) votes for the action; or

(2) votes against the action or abstains from voting; and waives the right to demand the action not be taken without a meeting.

b. Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the directors then in office were present and voted

c. An action taken pursuant to this Section 7.11 is not effective unless the Association receives a written document satisfying the requirements of subsection (1) of this Section 7.11, signed by all directors, and which is not revoked pursuant to subsection d. of this Section 7.11. The writing may be received by electronically transmitted facsimile or other form of wire or wireless communication providing the Association with a complete copy of the document, including a copy of the signature on the document. A director's right to demand that action not be taken without a meeting shall be considered to have been waived if the Association receives a writing satisfying the requirements of this subsection c. of this Section that has been signed by the director and not revoked pursuant to subsection d. of this Section 7.11. Action taken pursuant to this section shall be effective when the last writing necessary to effect the

action is received by the Association, unless the writings describing the action taken set forth a different effective date.

d. If the writing is received by the Association before the last writing necessary to effect the action is received by the Association, any director who has signed a writing pursuant to this Section 7.11 may revoke the writing by a writing signed and dated by the director describing the action and stating that the director's prior vote with respect to the writing is revoked.

e. Action taken pursuant to this Section 7.11 has the same effect as action taken at a meeting of directors and may be described as an action taken at a meeting of directors in any document.

**Section 7.12 Telephone Conference Participation:** Any meeting may be held by conference telephone or similar communications equipment as long as all Board members participating in the meeting can hear one another, and any such participation shall constitute presence in person at the meeting.

**Section 7.13 Quorum and Voting:** At any meeting of the Board, a majority of the directors in office immediately prior to the beginning of the meeting shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of directors present may adjourn the meeting from time to time without further notice. Each director shall be entitled to one (1) vote on all matters brought before the Board.

**Section 7.14 Manner of Acting:** If a quorum is present when the vote is taken, the affirmative vote of the majority of the directors present at a meeting shall be the act of the Board. For the purpose of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a director may be considered present at a meeting and vote if the director has granted a signed written proxy to another director who is present and which authorizes the other director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of one or more directors, if any action taken is approved by at least a majority of the required quorum for the meeting.

**Section 7.15 Committees:** The Board by resolution adopted by the majority of the number of directors fixed by the Bylaws may designate a committee or committees consisting of not less than two directors, which committee or committees, to the extent provided in such resolution, shall have and may exercise all the authority therein provided; but the designation of such committee or committees and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed upon it or him by law.

**Section 7.16 Compensation:** Officers of the Association shall receive no compensation for their services.

**Section 7.17 Officers.** The Board of Directors shall appoint officers, such as a President, Secretary and Treasurer. The same individual may not serve concurrently as President



and Secretary. The officers may but need not be members of the Board or Directors, nor Owners.

**Section 7.18 Removal and Vacancies:** The officers of the Association shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the board may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board, whenever in its judgment the best interests of the association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

## **ARTICLE VIII** **INDEMNIFICATION**

**Section 8.1 Actions against Association:** The Association shall indemnify any person who was or is a party or is threatened to be made a party to threatened, pending or completed 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 director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's 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 or not opposed to 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 judgment, order, settlement, conviction, 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 or not opposed to the best interests of the Association and with respect to any criminal action or proceeding had reasonable cause to believe that his conduct was unlawful.

**Section 8.2 Actions by Association:** 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 to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's 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 or not opposed to the best interests of the Association and except 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 gross 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 but 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.

**Section 8.3 Attorney's Fees and Costs:** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 or 8.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

**Section 8.4 Authorization by Board:** Any indemnification under Sections 8.1 and 8.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 9.1 or 9.2. Such determination shall be made by the Board by a majority vote of a quorum of the directors, or by the members.

**Section 8.5 Advance of Expenses:** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 8.4 upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

**Section 8.6 Other Rights:** The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Section 8.7 Insurance:** The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder.

**Section 8.8 Notice of Indemnification:** If the Association indemnifies or advances expenses to a director or officer under this Article in connection with a proceeding by or in the right of the Association, the Association shall give written notice of the indemnification or advance to the members with or before the notice of the next members' meeting.

## **ARTICLE IX** **AMENDMENT**

**Section 9.1 Amendment by Directors.** Subject to the right of members as provided in Section 9.2 of this Article, the Board may adopt, amend or repeal Bylaws.

**Section 9.2 Amendment by Members.** These Bylaws may be repealed or amended, or new Bylaws may be adopted, by the affirmative vote of a majority of the memberships in attendance and entitled to vote at a meeting called for that purpose and at which a quorum is present. Except as set forth in the Act, the Board shall first be required to recommend the amendment to the members. Notice shall be given to each member of the shareholder's meeting at which the amendment will be voted upon, which notice shall state the purpose, or one of the purposes of the meeting is to consider the amendment and contain or be accompanied by a copy of a summary of the amendment or state general nature of the amendment.

**Section 9.3 Record of Amendments.** Any amendment or new Bylaws adopted by the shareholders or the Board shall be copied in the appropriate place in the minute book with the original Bylaws, and the repeal of any bylaw shall be entered on the original Bylaws together with the date and manner of such repeal. The original or a copy of the Bylaws as amended to date shall be open to inspection by the shareholders at the Association's principal office at all reasonable times during office hours.

**Section 9.4 Bylaw Provisions Additional and Supplemental to Provisions by Law.** All restrictions, limitations, requirements and other provisions of these Bylaws shall be construed, insofar as possible, as supplemental and additional to all provisions of law applicable to the subject matter thereof and shall be fully complied with in addition to the said provisions of law unless such compliance shall be illegal.

**Section 9.5 Bylaws Provisions Contrary to or Inconsistent with Provisions of Law.** Any article, section, subsection, subdivision, sentence, clause or phrase of these Bylaws which, upon being construed in the manner provided in Section 9.4 hereof, shall be contrary to or inconsistent with any applicable provision of law, including Salt Lake County ordinances, shall not apply so long as said provisions of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these Bylaws, it being hereby declared that these Bylaws would have been adopted and each article, section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, subdivisions, sentences, clauses or phrases is or are illegal.

## **ARTICLE X** **NOTICE**

**Section 10.1 Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws (except as to notices of Association meetings which were previously addressed in Article II of these Bylaws) shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Unit or Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

**Section 10.2 Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing,

signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

**ARTICLE XI**  
**COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

**Section 11.1 Conflict.** These Bylaws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provision of the Declaration shall control.

**Section 11.2 Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 11.3 Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

**Section 11.4 Interpretation.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

**Section 11.5 Severability.** The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

IN WITNESS WHEREOF, the Association has executed this instrument the 14 day of September, 2007.


**WOODSTOCK VILLAGE NOS. 1, 2, 3 AND 4  
SUBDIVISION HOMEOWNERS  
ASSOCIATION**

By: \_\_\_\_\_

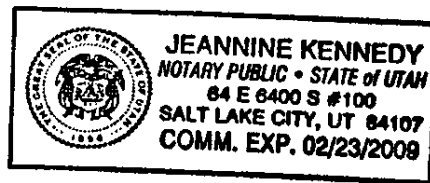
Jason Ivins, President

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

On the 14 day of September, 2007, personally appeared before me JASON IVINS, who by me being duly sworn, did say that he is the President of the Woodstock Village Nos. 1, 2, 3 and 4 Subdivisions Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said JASON IVINS duly acknowledged to me that said Association executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

Commission Expires:



## Exhibit A

	Legal	Tax Id No.
Lot 1	Woodstock Village No. 1	22 - 17 - 480 - 007
Lot 2	Woodstock Village No. 1	22 - 17 - 480 - 008
Lot 3	Woodstock Village No. 1	22 - 17 - 480 - 009
Lot 4	Woodstock Village No. 1	22 - 17 - 480 - 010
Lot 5	Woodstock Village No. 1	22 - 17 - 480 - 011
Lot 6	Woodstock Village No. 1	22 - 21 - 101 - 001
Lot 7	Woodstock Village No. 1	22 - 21 - 101 - 002
Lot 8	Woodstock Village No. 1	22 - 21 - 101 - 003
Lot 9	Woodstock Village No. 1	22 - 21 - 101 - 004
Lot 10	Woodstock Village No. 1	22 - 20 - 230 - 001
Lot 11	Woodstock Village No. 1	22 - 20 - 230 - 002
Lot 12	Woodstock Village No. 1	22 - 20 - 230 - 003
Lot 13	Woodstock Village No. 1	22 - 20 - 230 - 008
Lot 14	Woodstock Village No. 1	22 - 20 - 230 - 007
Lot 15	Woodstock Village No. 1	22 - 20 - 230 - 006
Lot 16	Woodstock Village No. 1	22 - 20 - 230 - 009
Lot 17	Woodstock Village No. 1	22 - 20 - 230 - 010
Lot 18	Woodstock Village No. 1	22 - 20 - 230 - 011
Lot 19	Woodstock Village No. 1	22 - 21 - 103 - 001
Lot 20	Woodstock Village No. 1	22 - 21 - 103 - 002
Lot 21	Woodstock Village No. 1	22 - 21 - 103 - 003
Lot 22	Woodstock Village No. 1	22 - 21 - 103 - 004
Lot 23	Woodstock Village No. 1	22 - 21 - 102 - 010
Lot 24	Woodstock Village No. 1	22 - 21 - 102 - 009
Lot 25	Woodstock Village No. 1	22 - 21 - 102 - 001
Lot 26	Woodstock Village No. 1	22 - 21 - 102 - 002
Lot 27	Woodstock Village No. 2	22 - 21 - 103 - 005
Lot 28	Woodstock Village No. 2	22 - 21 - 103 - 006
Lot 29	Woodstock Village No. 2	22 - 21 - 103 - 007
Lot 30	Woodstock Village No. 2	22 - 21 - 103 - 008
Lot 31	Woodstock Village No. 2	22 - 21 - 103 - 009
Lot 32	Woodstock Village No. 2	22 - 21 - 103 - 010
Lot 33	Woodstock Village No. 2	22 - 21 - 103 - 011
Lot 34	Woodstock Village No. 2	22 - 21 - 103 - 012
Lot 35	Woodstock Village No. 2	22 - 21 - 103 - 013
Lot 36	Woodstock Village No. 2	22 - 21 - 103 - 014
Lot 37	Woodstock Village No. 2	22 - 21 - 103 - 015
Lot 38	Woodstock Village No. 2	22 - 21 - 103 - 016
Lot 39	Woodstock Village No. 2	22 - 21 - 103 - 017
Lot 40	Woodstock Village No. 2	22 - 21 - 103 - 018
Lot 41	Woodstock Village No. 2	22 - 16 - 357 - 022
Lot 42	Woodstock Village No. 2	22 - 16 - 357 - 021

Lot 43	Woodstock Village No. 2	22 - 16 - 357 - 020
Lot 44	Woodstock Village No. 2	22 - 16 - 357 - 019
Lot 45	Woodstock Village No. 2	22 - 16 - 357 - 018
Lot 46	Woodstock Village No. 2	22 - 21 - 102 - 018
Lot 47	Woodstock Village No. 2	22 - 21 - 102 - 017
Lot 48	Woodstock Village No. 2	22 - 21 - 102 - 016
Lot 49	Woodstock Village No. 2	22 - 21 - 102 - 015
Lot 50	Woodstock Village No. 2	22 - 21 - 102 - 014
Lot 51	Woodstock Village No. 2	22 - 21 - 102 - 013
Lot 52	Woodstock Village No. 2	22 - 21 - 102 - 012
Lot 53	Woodstock Village No. 2	22 - 21 - 102 - 011
Lot 54	Woodstock Village No. 3	22 - 21 - 102 - 003
Lot 55	Woodstock Village No. 3	22 - 21 - 102 - 004
Lot 56	Woodstock Village No. 3	22 - 21 - 102 - 005
Lot 57	Woodstock Village No. 3	22 - 21 - 102 - 006
Lot 58	Woodstock Village No. 3	22 - 21 - 102 - 008
Lot 59	Woodstock Village No. 3	22 - 21 - 102 - 007
Lot 60	Woodstock Village No. 3	22 - 16 - 357 - 017
Lot 61	Woodstock Village No. 3	22 - 16 - 357 - 016
Lot 62	Woodstock Village No. 3	22 - 16 - 357 - 015
Lot 63	Woodstock Village No. 3	22 - 16 - 357 - 007
Lot 64	Woodstock Village No. 3	22 - 21 - 101 - 005
Lot 65	Woodstock Village No. 3	22 - 21 - 101 - 006
Lot 66	Woodstock Village No. 3	22 - 16 - 354 - 005
Lot 67	Woodstock Village No. 3	22 - 16 - 354 - 004
Lot 68	Woodstock Village No. 3	22 - 16 - 354 - 003
Lot 69	Woodstock Village No. 3	22 - 16 - 354 - 002
Lot 70	Woodstock Village No. 3	22 - 16 - 354 - 006
Lot 71	Woodstock Village No. 3	22 - 17 - 480 - 014
Lot 72	Woodstock Village No. 3	22 - 17 - 480 - 012
Lot 72	Woodstock Village No. 3	22 - 17 - 480 - 013
Lot 73	Woodstock Village No. 3	22 - 16 - 353 - 006
Lot 74	Woodstock Village No. 3	22 - 16 - 353 - 007
Lot 75	Woodstock Village No. 3	22 - 16 - 353 - 008
Lot 76	Woodstock Village No. 3	22 - 16 - 353 - 009
Lot 77	Woodstock Village No. 3	22 - 16 - 353 - 010
Lot 78	Woodstock Village No. 4	22 - 16 - 357 - 006
Lot 79	Woodstock Village No. 4	22 - 16 - 357 - 005
Lot 80	Woodstock Village No. 4	22 - 16 - 357 - 004
Lot 81	Woodstock Village No. 4	22 - 16 - 357 - 003
Lot 82	Woodstock Village No. 4	22 - 16 - 357 - 002
Lot 83	Woodstock Village No. 4	22 - 16 - 357 - 001
Lot 84	Woodstock Village No. 4	22 - 16 - 353 - 005
Lot 85	Woodstock Village No. 4	22 - 16 - 353 - 004

Lot 86	Woodstock Village No. 4	22 - 16 - 353 - 003
Lot 87	Woodstock Village No. 4	22 - 16 - 353 - 002
Lot 88	Woodstock Village No. 4	22 - 16 - 353 - 001
Lot 89	Woodstock Village No. 4	22 - 17 - 480 - 004
Lot 90	Woodstock Village No. 4	22 - 17 - 480 - 003
Lot 91	Woodstock Village No. 4	22 - 16 - 352 - 008
Lot 92	Woodstock Village No. 4	22 - 16 - 352 - 009
Lot 93	Woodstock Village No. 4	22 - 16 - 352 - 010
Lot 94	Woodstock Village No. 4	22 - 16 - 352 - 011
Lot 95	Woodstock Village No. 4	22 - 16 - 352 - 012
Lot 96	Woodstock Village No. 4	22 - 16 - 352 - 007
Lot 97	Woodstock Village No. 4	22 - 16 - 352 - 006
Lot 98	Woodstock Village No. 4	22 - 16 - 352 - 005
Lot 99	Woodstock Village No. 4	22 - 16 - 352 - 004
Lot 100	Woodstock Village No. 4	22 - 16 - 352 - 003
Lot 101	Woodstock Village No. 4	22 - 16 - 352 - 002
Lot 102	Woodstock Village No. 4	22 - 16 - 352 - 001
Lot 103	Woodstock Village No. 4	22 - 17 - 480 - 002



**SUMMARY OF EXHIBIT "B"**  
**(Lot Owners Approving Amended and Restated Covenants and Bylaws)**  
**(by Lot No.)**

<b>Lot Owner</b>	<b>Address</b>	<b>Lot No.</b>
Paderewski, Coleen	1323 Rainsborough Rd.	2
Monson, Grant & Robin	1311 Rainsborough Rd.	3
Brady, Len & Terry	1339 Rainsborough Rd.	4
Lee, Don & Carolyn	1347 Rainsborough Rd.	5
Cannon, Barbara	1353 Rainsborough Rd.	6
Borg, Myrna	1361 Rainsborough Rd.	7
Baker, Chris & Cassi	1377 Rainsborough Rd.	9
Zwahlen, Kent & Shauna	6202 Rainsborough Circle	10
Treuting, Valerie K.	6210 Rainsborough Circle	11
Sebba, John & Chris M.	6224 Rainsborough Circle	12
Llewellyn, Susan K.	6223 Rainsborough Circle	13
Reschke, John & Rebecca	6211 Rainsborough Circle	14
Mannos, Mary	6201 Rainsborough Circle	15
Ebling, Beth	6204 Vintry Lane	16
Anderson, Louise C.	6212 Vintry Lane	17
Bagley, Charles & Lori	6218 Vintry Lane	18
Ngai, Peter & Shannon	1356 Vintry Lane	19
Wrigley, Ron & Margene	1378 Vintry Lane	22
Litvack, Peter & Susan	1365 Vintry Lane	24
Mayer, Neal & Kathleen	6205 Vintry Lane	25
Southam, Don & Joyce	1376 Rainsborough Rd.	26
Peacock, Don W. & Jean	1390 Vintry Lane	27
Ban, Joan	1396 Vintry Lane	28
Beall, Marshall & Donna	1410 Vintry Lane	30
Norman, Lawrence & Colleen (Trust)	1422 Vintry Lane	32
Lemmons, Penny	1428 Vintry Lane	33
Abad, Jose & Christine	1442 Vintry Lane	35
Firth, Elke M. (Trust)	1420 Vintry Circle	38
Timothy, Ann	1466 Vintry Circle	39
Henriod, Kris	1461 Vintry Circle	41
Barlett, Robert & Lavon	1447 Vintry Circle	43
Beutler, William & Cora	1441 Heatherton Way	44
Appood, Valate S.	1433 Heatherton Way	45
Katzenberger, Ruth C.	6192 Vintry Lane	46
Wilson, Janet & Steve	1433 Vintry Lane	47
Robertson, Douglas & Colleen B.	1425 Vintry Lane	48
Franchina, David & Gloria	1419 Vintry Lane	49
Burton, Kathryn H.	1405 Vintry Lane	51
Nielson, David & Jenny	1395 Vintry Lane	52
Hoelscher, William	1386 Rainsborough Rd.	54
Van Duren, Melvin R.	1390 Rainsborough Rd.	55
Maxwell, John & Geneva	1420 Heatherton Way	58
Reynolds, Todd & Tami	6185 Rainsborough Rd.	59
Love, Steven & Kellie	1425 Heatherton Way	60
Hampton, Mike & Coni	1409 Heatherton Way	62
Bunker, Max & Jennifer	6155 Rainsborough Rd.	63
Conway, Dorthie M.	1381 Rainsborough Rd.	64
Cochran, Rodger & Barbara	1392 Heatherton Circle	66
Anderson, Ryan & Jill	1384 Heatherton Circle	67
Pitkin, Cheryl	1376 Heatherton Circle	68
Stott, Gerald & Kathy	1358 Heatherton Circle	70
Ivins, Jason & Robyn	1350 Heatherton Circle	71



**Exhibit B**

**Acknowledgment and Consent for Recordation**

Initial  
for  
majority

The undersigned lot owners of Woodstock Village hereby consent to the recordation of the attached Amended and Restated Declaration of Protective Covenants for Woodstock Village Nos. 1, 2, 3, and 4 Subdivisions. This document may be executed in parts.

<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
✓ <u>CHARLES &amp; LORI BAKER</u>	<u>6218 VINTRY LANE</u>	<u>18</u>
✓ <u>Cochran, Rodgers Barbara</u> <u>Rodger &amp; Barb Cochran</u> <u>BC.</u>	<u>1392 E. Heatherton Cir</u>	<u>66</u>
	Signature: <u>[Signature]</u>	<u>CFB</u>
✓ <u>Eddie &amp; Teresa Brinkerhoff</u>	<u>1369 Amesbury Circle</u>	<u>92 78</u>
	Signature: <u>Teresa Brinkerhoff</u>	
✓ <u>Ryan &amp; Jill Anderson</u>	<u>1384 Heatherton Cir</u>	<u>67</u>
	Signature: <u>[Signature]</u>	<u>RA</u>
✓ <u>JOHN &amp; GENEVA MAXWELL</u>	<u>1420 Heatherton Way</u>	<u>58</u>
	Signature: <u>[Signature]</u>	<u>JEM</u>
✓ <u>DOROTHY STEVENS</u> <u>Dorothy H. Stevens</u> <u>N. H. S.</u>	<u>6110 Rainsborough</u>	<u>96</u>
	Signature: <u>[Signature]</u>	<u>Wanda Reynolds</u>
✓ <u>Todd &amp; Tam: Reynolds</u>	<u>6185 Rainsborough</u>	<u>59</u>
	Signature: <u>[Signature]</u>	
✓ <u>Christine Thornfau</u>	<u>1383 Heatherton Cir</u>	<u>76</u>
	Signature: <u>[Signature]</u>	
✓ <u>Gerald Stott</u>	<u>1358 Heatherton Cir</u>	<u>70</u>
	Signature: <u>[Signature]</u>	<u>GS</u>

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for  
majority

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- | Lot Owner:  | Lot Address:          | Lot No./Phase |
|---|-----------------------|---------------|
| ✓ 1. <u>Valerie K Treuting</u><br>Valerie K Treuting<br>Chris Sebba | 6210 RAINSBOROUGH CIR | 11 Phase I    |
| Signature: <u>Valerie K. Treuting</u>                               |                       |               |
| ✓ 2. <u>Chris M. [Signature]</u><br>Chris M. [Signature]            | 6224 Rainsborough Cir |               |
| Signature: <u>Chris M. [Signature]</u>                              |                       | CCS           |
| ✓ 3. <u>Coleen Paderewski</u>                                       | 1323 Rainsborough Rd  | lot 2         |
| Signature: <u>Coleen Paderewski</u>                                 |                       | CP            |
| ✓ 4. <u>LEN BRADY</u>   | 1339 RAINSBOROUGH RD. | #15           |
| Signature: <u>Len Brady</u>   |                       |               |
| ✓ 5. <u>Kent Zwalton</u>  | 6202 Rainsborough Cir | #16           |
| Signature: <u>Kent Zwalton</u>                                      |                       |               |
| ✓ 6. <u>STEVE WILSON</u>  | 1433 VINTRY LN        | #3            |
| Signature: <u>Steve Wilson</u>                                      |                       |               |
| ✓ 7. <u>Kathleen Collins</u>  | 1384 E Vine ST        |               |
| Signature: <u>Kathleen Collins</u>                                  |                       |               |
| ✓ 8. <u>Peter Ngai</u>  | 1356 Vintry Lane      |               |
| Signature: <u>Peter Ngai</u>  |                       | DN            |
| ✓ 9. <u>Beth Ebling</u>   | 6204 Vintry Lane      |               |
| Signature: <u>Beth Ebling</u>                                       |                       | BE            |

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<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
✓ <u>Elke M. Firth</u> <u>Family Trust</u>	<u>1460 Vintry Circle</u>	
	Signature: <u>Elke M. Firth (encl)</u>	
✓ <u>KRIS FANNIN</u>	<u>1370 AMESBURY</u>	
	Signature: <u>Kristine J Firth</u>	
✓ <u>Ann Timothy</u>	<u>1466 Vintry Cir</u>	<u>0</u>
	Signature: <u>Ann W Timothy (at)</u>	
✓ <u>James Bailey</u>	<u>1352 Amesbury Cir</u>	<u>89</u>
	Signature: <u>James Bailey JB</u>	
✓ <u>Valate S. Apgood</u>	<u>Valate S. Apgood.</u>	<u>V.S.A</u>
	Signature: _____	
✓ <u>DON W. Peacock</u>	<u>1390 Vintry Lane</u>	
	Signature: <u>Don W. Peacock DUP</u>	
✓ <u>Cheryl Pittsin</u>	<u>1376 Heather-ton Cr.</u>	
	Signature: <u>[Signature]</u>	<u>CP</u>
✓ <u>Woolley Family Trust</u> <u>Joseph T. and Marlette R. Woolley</u>	<u>Joseph T. Woolley</u>	<u>Lot 95 Phase 4</u>
	Signature: <u>Joseph T. Woolley JTW</u>	
✓ <u>NORMAN FAMILY TRUST</u> <u>LAURANCE B F COLLIER</u> <u>NORMAN</u>	<u>1422 Vintry LN.</u>	<u>LOT 32-</u>
	Signature: <u>[Signature]</u>	<u>LM</u>

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<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
✓ Neal Mayer	6205 Vintry Lane	25
✓ Karen Cordell	Signature: Neal L. Mayer	
✓ Karen Cordell	1378 AMESBURY CIR.	
Dup Jay Hawkins	Signature: Karen Cordell	
✓ Doris Bias	Signature: [Signature]	DB
6119 Rainsborough Rd.	Signature: Shirley Oborn	
✓ VSB Laron Bartlett	1447 Vintry Cir.	
	Signature: Robert + LaVon Bartlett	
[Signature]	1392 E. Huntington	Dup.
✓ Colleen Farr	1377 Amesbury Cir	
	Signature: Colleen Farr	
✓ MSJ Kenneth Imber	1386 Amesbury Circle	
Michelle S Imber	Signature: Kenneth Imber	
✓ Shirley Oborn	1367 Heatherton Cir.	
	Signature: Shirley Oborn	80

Exhibit B

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- | Lot Owner:   | Lot Address:                         | Lot No./Phase |
|--|--------------------------------------|---------------|
| ✓ <sup>OME</sup><br>1. <u>Susan M. Conway</u><br>Dortheie M. Conway<br>MVD | 1381 Rainsborough Rd                 | 64            |
|  | Signature: <u>Susan M. Conway</u>    |               |
| ✓<br>2. <u>Mel Vauduren</u>  | 1390 Rainsborough Rd                 | 55            |
|  | Signature: <u>Melvin R. Vauduren</u> |               |
| ✓<br>3. <u>Chris Baker</u><br>Chris Baker                                  | 1377 E Rainsborough Rd               |               |
|  | Signature: <u>Chris Baker</u>        |               |
| ✓ <sup>MVD</sup><br>4. <u>Myrna Borg</u><br>Myrna Borg                     | 11361 Rainsborough Rd                |               |
|  | Signature: <u>Myrna J Borg</u>       |               |
| ✓<br>5. <u>Don A. Lee</u><br>Don A. Lee<br>PCA                             | 1347 Rainsborough Rd                 | 5             |
|  | Signature: <u>Don A. Lee</u>         |               |
| ✓<br>6. <u>Louise C. Anderson</u><br>Louise C. Anderson                    | 6212 Vintery Lane                    | 17            |
|  | Signature: <u>Louise C. Anderson</u> |               |
| ✓<br>7. <u>David Nielsen</u><br>David Nielsen                              | 1395 Vintery Lane                    |               |
|  | Signature: <u>David Nielsen</u>      |               |
| ✓<br>8. <u>Joan Ban</u><br>Joan Ban  | 1396 Vintery Lane                    |               |
|  | Signature: <u>Joan Ban</u>           |               |
| ✓ <sup>MVA</sup><br>9. <u>MARSHALL BEALL</u><br>MARSHALL BEALL             | 1410 VINTERY                         |               |
|  | Signature: <u>Marshall O Beall</u>   |               |

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<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
✓ <u>Kris Henriod</u> Kris Henriod	<u>1461 Vintex Circle</u>	<u>41</u>
	Signature: <u>Kris Henriod (kgh)</u>	
✓ <u>Susan K Howellyn</u> Susan K Howellyn	<u>6223 Rainsborough Cir</u>	<u>13</u>
	Signature: <u>Susan K Howellyn SL</u>	
✓ <u>Mel Sanders</u> Mel Sanders	<u>1360 Amesbury</u>	
	Signature: <u>Mel Sanders msa</u>	
✓ <u>Mel &amp; Karma Sanders</u> Mel & Karma Sanders	<u>1351 Amesbury</u>	
	Signature: <u>Mel Sanders msa</u>	
✓ <u>Mary Anne Hunter</u> Mary Anne Hunter	<u>1359 Amesbury C.</u>	<u>MIAT</u>
	Signature: <u>Mary Anne Hunter</u>	
✓ <del>Barbara D Cannon</del> <del>Barbara D Cannon</del>	<del>1353 E. Rainsborough Cir</del>	
	Signature: <u>Barbara D Cannon</u>	
✓ <u>Ruth C. Katzenberger</u> Ruth C. Katzenberger	<u>6192 Vintex Cir</u>	
	Signature: <u>Ruth C. Katzenberger (RCK)</u>	
✓ <u>William &amp; Cora Beutler</u> William & Cora Beutler	<u>1441 Heathcote Ln</u>	<u>23</u>
	Signature: <u>William &amp; Cora Beutler</u>	
✓ <u>Margene Wrigley</u> Margene Wrigley	<u>1378 Vintex Lane</u>	
	Signature: <u>Margene Wrigley MW.</u>	



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- | <u>Lot Owner:</u>                     | <u>Lot Address:</u>                               | <u>Lot No./Phase</u> |
|---------------------------------------|---|----------------------|
| ✓ 1. <u>PENNY LEMMONS</u> <i>PL</i>   | <u>1428 VINTRY LANE</u>                           | <u>33</u>            |
|                                       | Signature: <u>Penny Lemmons</u> <i>PL</i>         |                      |
| ✓ 2. <u>Coni Hampton</u>              | <u>1409 Heatherston Way</u>                       | <u>62</u>            |
|                                       | Signature: <u>Coni Hampton</u> <i>CH</i>          |                      |
| ✓ <i>DRF</i> 3. <u>David R. Frael</u> | <u>1419 Vintry Lane</u>                           | <u>49</u>            |
|                                       | Signature: <u>David R. Frael</u>                  |                      |
| ✓ 4. <u>Colleen B. Robertson</u>      | <u>1425 E Vintry Lane</u>                         | <u>48</u>            |
|                                       | Signature: <u>Colleen B. Robertson</u> <i>CB</i>  |                      |
| ✓ 5. <u>Virginia S. Pendleton</u>     | <u>1375 Heatherston Circle</u>                    | <u>75</u>            |
|                                       | Signature: <u>Virginia Pendleton</u> <i>VP</i>    |                      |
| ✓ 6. <u>William J. Hoelscher</u>      | <u>1386 ERAINS BOROUGH RD</u>                     | <u>54</u>            |
|                                       | Signature: <u>William J. Hoelscher</u> <i>WJH</i> |                      |
| ✓ 7. <u>Jay Hawkins</u>               | <u>Jay - Hawkins</u>                              |                      |
|                                       | Signature: <u>Jay Hawkins</u> <i>JH</i>           |                      |
| 8. <u>Michelle Tempin</u>             | <u>1349 E Heatherston Cr.</u>                     | <u>72</u>            |
|                                       | Signature: <u>Michelle Tempin</u> <i>MT</i>       |                      |

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<u>Lot Owner: Print name</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>	<i>Initials/sig</i>
✓ <u>GRANT MONSON</u>	<u>1331 RAINSBOROUGH RD</u>	_____	
	Signature: <u><i>[Signature]</i></u>		<i>GM</i>
✓ <u>Kathryn H. Burton</u>	<u>1405 E. Vintry Lane</u>	<u>51</u>	
	Signature: <u><i>Kathryn H. Burton</i></u>		<i>KHB</i>
✓ <u>Peggi Blackman</u> <u>Peggi B. Gambino</u>	<u>4145 So. Rainsborough</u>		<i>PB</i>
	Signature: <u><i>Peggi B. Blackman</i></u> <u><i>Peggi B. Gambino</i></u>		<i>PB</i>
	Signature: _____		
✓ <u>JOSÉ E. ABAD AND</u> <u>CHRISTINE J. ABAD</u>	<u>1442 VINTRY LANE</u>		
	Signature: <u><i>[Signature]</i></u>		<i>CSA</i>
✓ <u>Ivins, Jason + Robyn</u>	<u>1350 Heatherton Circle</u>		
	Signature: <u><i>[Signature]</i></u>		<i>JR</i>
	Signature: _____		
	Signature: _____		
	Signature: _____		
	Signature: _____		

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<u>Lot Owner:</u>	<u>Print Name</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>	<u>Initial Signature</u>
✓	Joyce Southam	1376 Rainsborough Rd.		
		Signature: X	Joyce M. Southam	JMS
✓	STEVEN LOVE	1425 F HEATHMAN Way		
		Signature: X	[Signature]	SL
		Signature: X		
		Signature: X		
		Signature: X		
		Signature: X		
		Signature: X		
		Signature: X		
		Signature: X		
		Signature: X		

**Exhibit B continued**

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<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
✓ 19. <u>Mary M. Marmo</u>	<u>6201 S. Rambo</u>	_____
	Signature: <u>Mary M. Marmo</u>	<u>M.M.M.</u>
✓ 20. <u>John Reschke</u>	<u>6211 So. Rambo</u>	<u>CR 6.</u>
	Signature: <u>J.R.</u>	<u>J.R.</u>
21. _____	_____	_____
	Signature: _____	_____
22. _____	_____	_____
	Signature: _____	_____
23. _____	_____	_____
	Signature: _____	_____
24. _____	_____	_____
	Signature: _____	_____
25. _____	_____	_____
	Signature: _____	_____
26. _____	_____	_____
	Signature: _____	_____
27. _____	_____	_____
	Signature: _____	_____

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<u>Lot Owner:</u>	<u>Lot Address:</u>	<u>Lot No./Phase</u>
<u>JANE COOK</u>	<u>13702 VINE ST</u>	<u></u>
	Signature: <u><i>Jane Cook</i></u>	<u></u>
<u>Max Bunker</u>	<u>6155 Rainsborough Rd</u>	<u></u>
	Signature: <u><i>Max Bunker</i></u>	<u><i>1010</i></u>
<u></u>	Signature: <u></u>	<u></u>
<u></u>	Signature: <u></u>	<u></u>
<u></u>	Signature: <u></u>	<u></u>
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**Exhibit B**

**Acknowledgment and Consent for Recordation**

The undersigned lot owners of Woodstock Village hereby consent to the recordation of the attached Amended and Restated Declaration of Protective Covenants for Woodstock Village Nos. 1, 2, 3, and 4 Subdivisions. This document may be executed in parts.

Lot Owner:

Lot Address:


Lot No./Phase

✓ John Kline

6135 S. RAINBOWBROOK RD

3

Signature: 



Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Exhibit B continued

Acknowledgment and Consent for Recordation

The undersigned lot owners of Woodstock Village hereby consent to the recordation of the attached Amended and Restated Declaration of Protective Covenants for Woodstock Village Nos. 1, 2, 3, and 4 Subdivisions. This document may be executed in parts.

Lot Owner:

Lot Address:

Lot No./Phase

✓ 10. Peter Swach - P.L.      1365 E. Vintery Lane      \_\_\_\_\_

Signature: Peter Swach

11. \_\_\_\_\_

Signature: \_\_\_\_\_

12. \_\_\_\_\_

Signature: \_\_\_\_\_

13. \_\_\_\_\_

Signature: \_\_\_\_\_

14. \_\_\_\_\_

Signature: \_\_\_\_\_

15. \_\_\_\_\_

Signature: \_\_\_\_\_

16. \_\_\_\_\_

Signature: \_\_\_\_\_

17. \_\_\_\_\_

Signature: \_\_\_\_\_

18. \_\_\_\_\_

Signature: \_\_\_\_\_