

18857

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTBRIDGE DEVELOPMENT, INC., a Utah corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Provo, County of Utah, State of Utah, which is more particularly described as:

Commencing South 89°16'58" West along the Section line 292.67 feet and South 88.04 feet from the North one-quarter corner of Section 11, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°29'14" West along a fence line 151.76 feet; thence South 89°02'19" East along a fence line 122.82 feet; thence South 1°11'57" East along a fence line 55.44 feet; thence South 89°22'25" East along a fence line 212.23 feet; thence North 0°35'36" West along a fence line 57.62 feet; thence North 89°44'24" East along a fence line 39.31 feet; thence South 485.37 feet; thence North 89°39'10" West 34.26 feet; thence North 88°53'40" West 355.74 feet; thence North 0°24'03" West partially along a fence line 240.78 feet; thence North 3°10'10" West 240.16 feet; thence North 0°29'14" East 101.67 feet; thence North 89°41'15" West 182.64 feet; thence South 0°24'53" East 32.50 feet; thence North 88°54'29" West 183.63 feet; thence North 0°56'25" East along the East boundary of 1600 West Street, Provo, Utah 80.00 feet; thence South 89°41'15" East 395.12 feet to the point of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

BOOK 1391 PAGE 340

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that certain parcel described on Page One of this Declaration, except Lots 1 through 28 as set forth in the plat map of Westbridge Planned Unit Development Phase I.

Section 1.05. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 1.06. "Declarant" shall mean and refer to WESTBRIDGE DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment

Section 2.01. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(B) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Delegation of Use

Section 2.02. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.02. The Association shall have two classes of voting membership:

CLASS A

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

CLASS B

The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(B) On January 1, 1980.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

Section 4.01. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

Section 4.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot, except that the yard area within the private Owner's fenceline and screened from public view shall be maintained by the Owner, which is subject to assessments hereunder, including: Paint, repair, replacing care for roofs, gutters, downspouts, exterior building services, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass services. In the event that the need for maintenance or repair is caused through the willful or negligent act of Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Maximum Annual Assessment

Section 4.03. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$360.00 per lot.

(A) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more

than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five (5) per cent by the vote or written assent of fifty-one per cent (51%) of each class of members.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Special Assessments For Capital Improvements

Section 4.04. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum For Any Action Authorized

Under Sections 4.03, 4.04

Section 4.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be

held more than 60 days following the preceding meeting.

Uniform Rate of Assessment

Section 4.06. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Date of Commencement of Annual Assessments: Due Dates

Section 4.07. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Effect of Nonpayment of Assessments:
Remedies of the Association

Section 4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Subordination of the Lien to Mortgages

Section 4.09. The lien of the assessments provided for

herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.01. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, and the Community Development Director of Provo City. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No part of this section shall be construed to mean that final plans for any building, fence, wall or other structure shall not require approval of the Community Development Director of Provo City.

ARTICLE VI

GENERAL PROVISIONS

Enforcement

Section 6.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

Section 6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Amendment

Section 6.03. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Annexation

Section 6.04. (A) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the Members.

(B) Additional land more fully described in Exhibit "A" which is attached hereto and incorporated herein may be annexed

by the Declarant without the consent of Members within six (6) years of the date of this instrument.

(C) As long as there is a Class Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1974.

WESTBRIDGE DEVELOPMENT, INC.

BY Robert J. Petersen
Robert J. Petersen, President

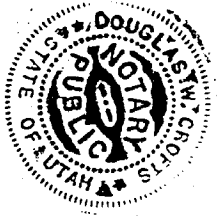
ATTEST:

Charles Pecht
Charles Pecht, Secretary

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 16th day of OCTOBER, 1974, personally appeared before me ROBERT J. PETERSEN and CHARLES S. PECHT, who being by me duly sworn did say, each for himself, that he, the said ROBERT J. PETERSEN, is the president, and he, the said CHARLES S. PECHT, is the secretary of WESTBRIDGE DEVELOPMENT, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ROBERT J. PETERSEN and CHARLES S. PECHT each duly acknowledged to me that said corporation executed the

same and that the seal affixed is the seal of said corporation.



My Commission Expires:

7/24/77

Douglas W. Crofts
NOTARY PUBLIC
Residing at: Oron, Utah

1 ARTICLES OF INCORPORATION
2 OF
3 WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

4 The undersigned, all of whom are residents of the State
5 of Utah and all of whom are of full age, have this day volun-
6 tarily associated themselves together for the purpose of form-
7 ing a corporation not for profit and do hereby certify:

8 ARTICLE I

9 The name of the corporation is WESTBRIDGE HOMEOWNERS
10 ASSOCIATION, INC., hereafter called the "Association".

11 ARTICLE II

12 The principal office of the Association is located at
13 181 South 1600 West, Provo, Utah.

14 ARTICLE III

15 David Garfield, whose address is 375 West 1230 North,
16 Provo, Utah, is hereby appointed the initial registered agent
17 of this Association.

18 ARTICLE IV

19 PURPOSE AND POWERS OF THE ASSOCIATION

20 This Association does not contemplate pecuniary gain or
21 profit to the members thereof, and the specific purposes for
22 which it is formed are to provide for maintenance, preserva-
23 tion and architectural control of the residence Lots and Com-
24 mon Area within that certain tract of property described as:

25 Commencing South 89°16'58" West along the Section
26 line 292.67 feet and South 88.04 feet from the
27 North onequarter corner of Section 11, Township
28 7 South, Range 2 East, Salt Lake Base and Meridian;
29 thence South 0°29'14" West along a fence line
30 151.76 feet; thence South 89°02'19" East along
31 a fence line 122.82 feet; thence South 1°11' 57"
32 East along a fence line 55.44 feet; thence South
89°22'25" East along a fence line 212.23 feet;
thence North 0°35'36" West along a fence line 57.62
feet; thence North 89°44'24" East along a fence
line 450.95 feet; thence South 88°31'36" East 32.75
feet; thence South 53°25'36" East 211.60 feet; thence
South 43°19'36" East 503.30 feet; thence North 89°39'10"
West along a fence line 993.98 feet; thence North

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180 EAST 200 NORTH STREET
PROVO, UTAH 84601

BOOK 1391 PAGE 351

1 88°53'40" West along a fence line 355.74 feet;
2 thence North 0°24'03" West along a fence line
3 240.78 feet; thence North 88°04'43" West along
4 a fence line 192.73 feet; thence North 0°24'53"
5 West along a fence line 303.50 feet; thence North
6 88°54'29" West along a fence line 183.63 feet;
7 thence North 0°56'25" East along the East boundary
8 of 1600 West Street, Provo, Utah, 80.00 feet;
9 thence South 87° 41'15" East 395.12 feet to the
10 point of beginning.

11 and to promote the health, safety and welfare of the residents
12 within the above-described property and any additions thereto
13 as may hereafter be brought within the jurisdiction of this
14 Association for this purpose to:

15 (a) exercise all of the powers and privileges and
16 to perform all of the duties and obligations of the Associa-
17 tion as set forth in that certain Declaration of Covenants,
18 Conditions and Restrictions, hereinafter called the "Declara-
19 tion", applicable to the property and recorded or to be recorded
20 in the Office of the Utah County Recorder and as the same may
21 be amended from time to time as therein provided, said Declara-
22 tion being incorporated herein as if set forth at length;

23 (b) fix, levy, collect and enforce payment by any
24 lawful means, all charges or assessments pursuant to the terms
25 of the Declaration; to pay all expenses in connection therewith
26 and all office and other expense incident to the conduct of the
27 business of the Association, including all licenses, taxes or
28 governmental charges levied or imposed against the property of
29 the Association;

30 (c) acquire (by gift, purchase or otherwise), own,
31 hold, improve, build upon, operate, maintain, convey, sell,
32 lease, transfer, dedicate for public use or otherwise dispose
of real or personal property in connection with the affairs of
the Association;

(d) borrow money, and with the assent of two-thirds
(2/3) of each class of members mortgage, pledge, deed in trust,

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BOOK 1391 PAGE 352

1 or hypothecate any or all of its real or personal property as
2 security for money borrowed or debts incurred;

3 (e) dedicate, sell or transfer all or any part of
4 the Common Area to any public agency, authority, or utility
5 for such purposes and subject to such conditions as may be
6 agreed to by the members. No such dedication or transfer shall
7 be effective unless an instrument has been signed by two-thirds
8 (2/3) of each class of members, agreeing to such dedication,
9 sale or transfer;

10 (f) participate in mergers and consolidations with
11 other nonprofit corporations organized for the same purposes
12 or annex additional residential property and Common Area, pro-
13 vided that any such merger, consolidation or annexation shall
14 have the assent of two-thirds (2/3) of each class of member;

15 (g) have and to exercise any and all powers, rights
16 and privileges which a corporation organized under the Non-Profit
17 Corporation Law of the State of Utah by law may now or hereafter
18 have or exercise.

19 ARTICLE V
20 MEMBERSHIP

21 Every person or entity who is a record owner of a fee or
22 undivided fee interest in any Lot which is subject by covenants
23 of record to assessment by the Association, including contract
24 sellers, shall be a member of the Association. The foregoing
25 is not intended to include persons or entities who hold an in-
26 terest merely as security for the performance of an obligation.
27 Membership shall be appurtenant to and may not be separated
28 from ownership of any Lot which is subject to assessment by
29 the Association.

30 ARTICLE VI
31 VOTING RIGHTS

32 The Association shall have two classes of voting member-

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1 ship:

2 CLASS A. Class A members shall be all Owners with the
3 exception of the Declarant and shall be entitled to one vote
4 for each Lot owned. When more than one person holds an inter-
5 est in any Lot, all such persons shall be members. The vote
6 for such Lot shall be exercised as they, among themselves, de-
7 termine, but in no event shall more than one vote be cast with
8 respect to any Lot.

9 CLASS B. The Class B member(s) shall be the Declarant
10 (as defined in the Declaration), and shall be entitled to three
11 (3) votes for each Lot owned. The Class B membership shall
12 cease and be converted to Class A membership on the happening
13 of either of the following events, whichever occurs earlier;

14 (a) when the total votes outstanding in the Class
15 A membership equal the total votes outstanding in the Class B
16 membership; or

17 (b) on January 1, 1980.

18 ARTICLE VII

19 BOARD OF DIRECTORS

20 The affairs of this Association shall be managed by a
21 Board of nine (9) Directors, who need not be members of the
22 Association. The number of directors may be changed by amend-
23 ment of the By-Laws of the Association. The names and addresses
24 of the persons who are to act in the capacity of directors until
25 the selection of their successors are:

26	<u>NAME</u>	<u>ADDRESS</u>
27	Robert J. Petersen	1275 North University Avenue, Provo, Utah
28	David Garfield	375 West 1230 North, Provo, Utah
29	Charles S. Pecht	P. O. Box 298, Salem, Utah
30	Arturo DeHoyos	2825 Indian Hills Drive, Provo, Utah

31 At the first annual meeting the members shall elect three
32

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ATTORNEYS AT LAW
1500 EAST 1000 NORTH
PROVO, UTAH 84601

BOOK 1391 PAGE 354

1 directors for a term of one year, three directors for a term of
2 two years, and three directors for a term of three years; and
3 at each annual meeting thereafter the members shall elect three
4 directors for a term of three years.

5 ARTICLE VIII

6 DISSOLUTION

7 The Association may be dissolved with the assent given
8 in writing and signed by not less than two-thirds (2/3) of each
9 class of members. Upon dissolution of the Association, other
10 than incident to a merger or consolidation, the assets of the
11 Association shall be dedicated to an appropriate public agency
12 to be used for purposes similar to those for which this Asso-
13 ciation was created. In the event that such dedication is re-
14 fused, acceptance, such assets shall be granted, conveyed and
15 assigned to any non-profit corporation, association, trust or
16 other organization to be devoted to such similar purposes.

17 ARTICLE IX

18 DURATION

19 The corporation shall exist perpetually.

20 ARTICLE X

21 AMENDMENTS

22 Amendment of these Articles shall require the assent of
23 seventy-five per cent (75%) of the entire membership.

24 ARTICLE XI

25 PHA/VA APPROVAL

26 As long as there is a Class B membership, the following
27 actions will require the prior approval of the Federal Housing
28 Administration or the Veterans Administration: annexation of
29 additional properties, mergers and consolidations, mortgaging
30 of Common Area, dedication of Common Area, dissolution and
31 amendment of these Articles.

32 IN WITNESS WHEREOF, for the purpose of forming this cor-

HOWARD, LEWIS & PETERSEN
ATTORNEYS AT LAW
180 EAST 800 NORTH STREET
PROVO, UTAH 84601

1 poration under the laws of the State of Utah, we, the undersigned,
2 constituting the incorporators of this Association, have executed
3 these Articles of Incorporation this 16th day of OCTOBER,
4 1974.

Robert J. Petersen
Robert J. Petersen

David K. Garfield
David K. Garfield

Charles Pecht
Charles Pecht

Arturo DeHoyos
Arturo DeHoyos

HOWARD, LEWIS & PETERSEN
ATTORNEYS AND COUNSELLORS AT LAW
150 WEST 100 SOUTH
SALT LAKE CITY, UTAH 84111

14 STATE OF UTAH)
15) ss.
16 COUNTY OF UTAH)

17 I, DOUGLAS W. CROFTS, a Notary Public, hereby
18 certify that On the 16th day of OCTOBER, 1974, person-
19 ally appeared before me ROBERT J. PETERSEN, DAVID GARFIELD,
20 CHARLES S. PECHT and ARTHURO DEHOYOS, who being by me first duly
21 sworn, severally declared that they were the persons who signed
22 the foregoing document as incorporators and that the statements
23 therein contained are true.

Douglas W. Crofts
NOTARY PUBLIC

26 My Commission Expires:
27 7/24/77

Residing at: Chrom Utah



BOOK 1391 PAGE 356

BY-LAWS
OF
WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 181 South 1600 West, Provo, Utah, but meetings of members and directors may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Westbridge Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Westbridge Development, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Utah County Recorder.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the third Thursday of August of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are

to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETING OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be

suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

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

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

Section 2. Duties. It shall be the duty of the Board of Directors to:

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

shall be conclusive evidence of such payment;

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

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

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary

and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control

Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WESTBRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or

special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

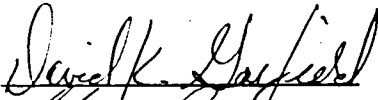
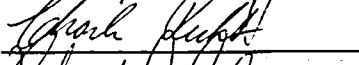
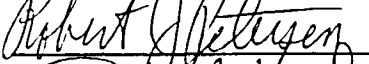
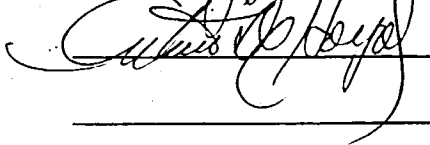
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 16th day of OCTOBER, 1974.

	_____
	_____
	_____
	_____
_____	_____

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of WESTBRIDGE HOMEOWNERS ASSOCIATION, INC., and

That the foregoing By-Laws constitute the original By-Laws

of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1974.

IN WITNESS WHEREOF, I have hereunto subscribe my name and affixed the seal of said Association this 16th day of OCT., 1974.

Charles W. Peck
Secretary

18857

RECORDED AT THE REQUEST OF
VALLEY TITLE CO.

BOOK _____ PAGE _____

1974 OCT 17 AM 11:12

NINA B. REID
UTAH COUNTY RECORDER
DEPT. OF PUBLIC SAFETY
PR. AVE. S. T. R. 20720

VALLEY TITLE CO.