

Mail To:
City of Woodland Hills
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Woodland Hills, UT 84653

ENT 631:2009 PG 1 of 42
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Jan 05 2:00 pm FEE 689.00 BY EO
RECORDED FOR RICHARDS, PAUL

**RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR
WOODLAND HILLS PROPERTY OWNERS ASSOCIATION
(Bylaws attached as Exhibit "A")**

RECITALS

1. The original protective covenants for the properties referenced herein were recorded in 1970 and recorded in the Utah County Recorder's Office as Entry No. 6206, Book 1182, Page 358 et seq., and in 1973 as Entry No. 5734, Book 1322, Page 320 et seq. Hereafter, both documents shall be referred to jointly as the "Original Covenants."
2. The Original Covenants subjected certain real property, described in Clause I herein, to covenants, conditions and restrictions that were and are intended to protect the aesthetic characteristics of the community and to create an association of homeowners to address issues of common concern.
3. The initial developers/declarants in 1970 were Parley M. Neeley and Daniel D. Bushnell as Trustees of property of the Oakridge Land Trust. The initial developers/declarants in 1973 were Parley M. Neeley, T. Darrell Bushnell and Daniel D. Bushnell as Trustees of property of Loafer Land Trust.
4. The properties described in Clause I have been subdivided over time and it has become unclear against which properties the Original Covenants remain recorded, however, it has been treated and presumed that all properties described herein were subjected to the Original Covenants.
5. This Restated Declaration of Protective Covenants is intended to clarify those properties, by virtue of their location within the City of Woodland Hills; the intent of the Original Covenants; the intent of the initial developers/declarants; and by vote of the owners which are presently bound by these Covenants, the Bylaws and the Articles of Incorporation. **Such properties are described in Clause I and in the attached Exhibit "B."**
6. Moreover, consistent with the intent of the Original Declaration, unless otherwise amended, all properties within the City of Woodland Hills, and all owners of such properties, shall be automatically bound by this Declaration and shall also be members of the Woodland Hills Property Owners Association ("WHPOA" or "Association") formerly known as the "Oakridge Development Corporation," and "Loafer Development Corporation" as contemplated by the Original Declarations and Articles of Merger between Loafer Development Company and Oakridge Development Company filed with and approved by the Utah Division of Corporations and Commercial Code on March 13, 1986 as file number 5312501111.
7. The Bylaws of the Association are attached hereto as **Exhibit "A."**

8. This Restated Declaration does not modify any of the material clauses contained in the Original Declaration of 1970. However, such clauses may be amended in the future to address the growing needs of the Woodland Hills Property Owners Association. This Restated Declaration, however, does clarify, pursuant to **Exhibit "B,"** those properties bound by this Declaration and which properties are members of the Association.

9. It is also understood that many, if not most, of the subdivisions listed in the attached **Exhibit "B,"** have their own Declaration of Covenants, Conditions and Restrictions applicable to a geographically described area in each respective Declaration. Each such subdivision shall continue to be governed by its applicable subdivision Declaration in addition to this Restated Declaration and Bylaws. The Woodland Hills Property Owners Association is a comprehensive association of homeowners, however, there may be additional and distinct "subdivision associations" in existence. The Woodland Hills Property Owners Association shall have the authority to enforce these covenants as well as any subdivision's covenants in the event that a subdivision association fails to do so.

10. In the event that covenant or restriction contained in this Restated Declaration is in conflict with a subdivision association, then the stricter of the two provisions shall prevail.

11. **Exhibit C,** attached hereto, contains the original Plan of Merger affecting the properties bound by this and subsequent Declarations.

12. **Exhibit D,** attached hereto, contains the amended Articles of Incorporation of the Association.

13. NOTICE IS HEREBY FORMALLY GIVEN TO ALL PROPERTIES AFFECTED BY THE RECORDING OF THIS DOCUMENT THAT, BASED ON (1) ALL OF THE RECORDED COVENANTS AGAINST PROPERTIES WITHIN WOODLAND HILLS, (2) THE PLAN OF MERGER, (3) THE ORDINANCES OF THE CITY OF WOODLAND HILLS, (4) ALL OTHER DOCUMENTS IDENTIFIED HEREIN, AND (5) THE INTENT BEHIND THE CREATION OF THE ASSOCIATION, IT IS BELIEVED THAT ALL OF THE PROPERTIES AGAINST WHICH THIS DOCUMENT IS RECORDED ARE ALREADY BOUND BY THESE GOVERNING DOCUMENTS AND, THEREFORE, MEMBERS OF THE WOODLAND HILLS PROPERTY OWNERS ASSOCIATION.

THIS DOCUMENT MERELY CLARIFIES THE VARIOUS DOCUMENTS BINDING UPON THE PROPERTIES AND ASSOCIATION THAT HAVE BEEN ADOPTED OVER TIME.

HOWEVER, IF ANY AFFECTED LOT OWNER OWNING A LOT ON THE DATE OF RECORDING THIS DOCUMENT CAN SHOW THAT THEIR LOT WAS NOT SUBJECTED TO THE GOVERNING PROVISIONS ADDRESSED ABOVE (items 1-4 in this Article 13), THEN UPON PETITIONING THE BOARD, SAID OWNER(S) MAY BE RELEASED FROM THE ASSOCIATION AND THE BOARD SHALL RECORD A NOTICE OF CANCELLATION OF THE RELEVANT DOCUMENTS AGAINST SUCH LOT. ALL SUBSEQUENT PURCHASERS, HOWEVER, TAKE NOTICE OF THE ASSOCIATION AND THESE GOVERNING DOCUMENTS.

Now, Therefore, it is hereby declared that the real property described in and referred to in this Restated Declaration is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements liens and charges hereinafter set forth.

CLAUSE I
Property Subject to This Declaration

In addition to the properties described in **Exhibit "B"** hereto, the real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Utah, State of Utah, and is more particularly described as follows, to-wit;

PLAT A:

The Southeast quarter of the Northeast quarter, the East half of the Southeast quarter of Section 24, Township 9 South of Range 2 East of the Salt Lake Base and Meridian, Area 120 acres, more or less.

The Southwest quarter of the Northwest quarter, the West half of the Southwest quarter; the Southeast quarter of the Southwest quarter and the West half of the Southwest quarter of the Southeast quarter of Section 19, Township 9 South or Range 3 East of the Salt Lake Base and Meridian, Area 180 acres, more or less.

Beginning at a point which is South 0° 02' 00" East 330.00 feet and North 89° 58' 42" East 66.00 feet from the SE corner of the NW Quarter of the NW quarter of Section 19, Township 9 South, Range 3 East, Salt Lake Base and Meridian, said point of beginning is South 1633.91 feet and East 1391.25 feet from the NW corner of Section 19, Township 9 South, Range 3 East, SLB&M, thence South 0° 31' 33" East 252.76 feet; thence South 26° 32' 42" East 411.32 feet, thence South 42° -59' -06" East 243.15 feet; thence South 29° 30' 26" East 424.56 feet, thence South 37° 28' 14" East 457.76 feet, thence South 36° 02' 39" East 428.61 feet, thence South 375.64 feet, thence North 89° 53' 54" West 1156.40 feet, thence North 0° 02' 00" West 2251.50 feet to the point of beginning. Containing 32.06 acres and such other property as is included in Woodland Hills Planned Dwelling Group.

PLAT B:

Commencing at the SE corner of Lot 67, Plat A, Woodland Hills Planned Dwelling Group which point is also south 5322.58' and east 3307.15' from the NE corner of section 24, T9S, R2E, Salt Lake Base and Meridian, thence as follows: NO° - 02'00"W 631.29', S64°-35'-20" E 608.91', S23°-53'-55"E 372.04', S60.00', S63°-29'-08"W 75.87', S39°-18'-55"W 447.74', S28°-46'-13"W 410.70', S36°-50'01"W 635.72', S3°-48'-39"W 279.10', S25°-51'-47"W 679.59', S35°-26'-00"W 638.20', N85°-11'-06"W 303.19" TO A CURVE, SWLY 272.40' ALONG THE PERIPHERY OF SAID CURVE (WHICH BEARS S17°-49'-16"W ALONG THE CHORD 270.07'), N78°-58'-38"W 2068.39', N35°-53'-15"W 193.18', N50°-29'-33"E 52.41', N38°-12'-18"W 411.24', N32°-58'-10"W 220.51, N10°-54'-40"W 422.64', N30°-

44'-08"W 215.23', N73°-04'-21"E 239.04', N50°-11'-39"W 77.34', N39°-05'-37"E 413.45', N55°-18'-17"W 158.11', N17°-21'-14"W 507.50', N41°-23'-53"E 610.03', S47°-11'-19"E 222.19', N43°-42'-28"E 188.14', S45°-13'-22"E 215.47', N71°.

The declarants may, from time to time, subjected additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II General Purposes of Conditions

The real property described in Clause I and **Exhibit "B"** hereof is subjected to the conditions, restrictions, reservation, liens and charges hereby declared to insure the best use and the most appropriate development and improvement use of each building site thereof; to protect the owners of building sites against such improper of surrounding building sites as will depreciate the value of their property; to preserve, so far as, practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the dwelling group shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling; a private garage for not more than three (3) cars, and other outbuildings incidental to use of the premises. It is understood and agreed that all roofs on all buildings shall be of non-combustible material or shall be treated with a fire retardant substance approved by architectural and landscape committee. It is understood that guest facility, barns, storage sheds, tack rooms and other types of rural buildings except outhouses may be constructed on the property so long as they are in conformity with a harmonious development of the properties and receive approval of the architectural and landscape committee.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan (including topography) showing the location of such building have been approved in writing as to conformity and harmony of external design, building material, color, etc. with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of T. Darrell Bushnell, Gary M. Lloyd, Stewart P. Heimdal, and Parley M. Neeley, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority, until the vacancy on said committee shall be filled by selection of additional members or member from the membership in the "Oakridge Development Corporation" at an annual or special meeting. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have

been fully complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. No building shall be located on any building site less than 30 feet from the front lot line for all sites covered by these Covenants, nor less than 20 feet from any side lot line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 40 feet. Lesser limitations for side yards (15') front yards (20'), or rear yards (20') may be granted by the unanimous approval of the landscape and architectural committee.

D. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no residence shall be used for purposes of trades, offices or commercial uses without prior written consent and approval of the landscape and architectural committee.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation, except guest facility, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Any trailer house, detached camper units, boats, mobile homes, etc., shall be maintained or stored only in side or rear yards or in enclosure areas. No open storage of building materials on the property, except during construction shall be permitted on any unit of land nor shall unusable or junk cars or other unsightly items be maintained or stored on any units of land. Each owner shall be required to reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation. There shall be no open burning on any units of land at any time or under any circumstances or conditions. This provision may not be modified by unanimous consent of the architectural committee or otherwise.

F. No main residential structure shall be permitted on any building site covered by these covenants, the habitable enclosed main floor area of which is less than 1400 square feet and costing the approximate sum of \$20,000 on the basis of building costs during the year 1970. No structure shall be built upon any unit of land with a height exceeding two stories above the existing ground elevations. If a garage is built underneath the house and is exposed this shall be construed as one story. Provided, however, any of the foregoing requirements of this paragraph may be modified by unanimous approval of the landscape and architectural committee.

G. Domestic and farm animals, excluding pigs, may be maintained by the property owners, provided, however, there shall not be maintained on the property domestic and farm animals to exceed two such animals on the first one acre owned by such owner plus one additional animal for each additional acre of ownership, and provided further that such animals shall not be maintained in areas having access closer than 50 feet to any residence built on the existing property or adjoining property. However, commercial raising of farm animals or other type animals and pets will not be permitted. Normal pets may be maintained by the property owners.

H. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein on any corner lot which will create a traffic hazard by obstructing view.

I. The owner of each building site to which these Covenants apply shall be a member of the "Oakridge Development Corporation", a non-profit corporation, and participate in the operation of the corporation in accordance with the Articles of Incorporation filed

herewith, and in accordance with any Bylaws of said Corporation which may be adopted subsequent hereto.

J. There shall be no removal of living trees on any building lot for 20 feet from the front lot line, except as to provide for a driveway into said building site, said driveway not to exceed 20 feet in width except as required in Paragraph H and the following species of trees will not be permitted to be planted on the property:

<u>Species Name:</u>	<u>Popular or Common Name:</u>
Ailanthus altissima	Tree of Heaven
Populus alba	Silver Poplar
Populus alba bolleana	Bolleana Poplar
Populus angustifolia	Narrow-Leaf Poplar
Populus deltoideas	Carolina Poplar
Populus Fremontil	Fremont's Poplar
Populus Migra Italica	Lombardy Poplar
Robinia Paeudoacacia	Black Locust
Ulmus Puraila	Siberian Elm
	Silver Maple
	Green Ash (Female)

K. All residential structures shall have modern bath and sewage facilities of a septic tank type, with 165 square feet of drain field for each bedroom. There shall be no out buildings used for toilet and sewage facilities. Sewer connections may be made when sewer facilities are available.

L. Recreational uses of the property such as hunting, etc., during the development stages may be permitted; however, such activities should not be carried on at any time when they will create any unnecessary risk or hazardous condition to occupants in the area or on private property posted by the owner prohibiting hunting thereon. This permission for hunting and such recreational uses may be terminated by unanimous approval of the landscape and architectural committee at such time when the property has developed to a point making this necessary for the welfare of the inhabitants.

M. It is understood and agreed that Oakridge Development Corporation shall have a 6 foot wide easement on both sides of all existing building sites and proposed additional building sites when they are subdivided into smaller lots indicated by the proposed plat for the installation of utility services. All such utilities are to be installed underground by the Oakridge Development Corporation or property owners.

N. It is contemplated that existing building sites may at a subsequent time be subdivided into smaller building sites. In this regard, the proposed roadways for access to such smaller building sites have been indicated on plats of the property. It is, therefore understood and agreed by all of the property owners that no building or structure or other impediment will be constructed or placed in such a manner as to interfere with the opening of such future roads. Such designated future roads shall be opened for use upon a request of a majority of the property owners fronting on such roads. Persons owning lots fronting on such proposed roads shall have the responsibility of establishing and creating the road to minimum standards as specified by Oakridge Development Corporation and thereafter shall be the responsibility of Oakridge Development Corporation to maintain said roads.

O. It is understood and agreed that all developments of the property shall be in compliance with these Protective Covenants as well as any city, state, county, federal or other governmental restrictions or requirements. If any owner of existing units of land desire to subdivide such units of land different than as preliminarily shown by existing plats, it is then understood and agreed that such proposed subdivision must not only received the approval of Oakridge Development Corporation but also approval of landscape and architectural committee as well as any applicable governmental agencies.

P. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 10, 1980, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of the then owners of the units of land covered by these Covenants it is agreed to changed said Covenants in whole or in part. Said voting shall be based on eligible votes established in Clause III.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said dwelling group, or the Oakridge Development Corporation as provided in Section I, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of court or other dues for such violation.

Q. Invalidation of any on of these Covenants of any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CLAUSE III Amendment

These Protective Covenants may be amended at any time by a vote of 51% of the number of votes permissible which will be calculated on the bases of one vote per acre for each acre of land covered by the Protective Covenants.

IN WITNESS WHEREOF, the Woodland Hills Property Owners Association has caused this Restated Declaration of Protective Covenants to be executed by its duly authorized officers on the date evidenced below.

ORIGINAL SIGNATURE PAGE IS ON FILE WITH THE ASSOCIATION

EXHIBIT A**WOODLAND HILLS PROPERTY OWNERS ASSOCIATION
BYLAWS**

The Woodland Hills Property Owners Association, Inc., is the nonprofit corporation organized to enforce the covenants, conditions and restrictions pertaining to the land described in the articles of incorporation.

**ARTICLE 1
OFFICE**

The principal office of the corporation shall be in the State of Utah. The corporation shall designate a registered office in accordance with the Utah Revised Nonprofit Corporation Act and shall maintain it continuously. The corporation may have offices at such other places within and without the State of Utah as the board of trustees may from time to time determine.

**ARTICLE 2
MEMBERS**

Section 1. The association shall have voting members who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple title holders of lots or units in the real property described in the articles of incorporation. When any lot or unit is owned by more than one person, the majority of those persons shall act as the Owner.

Section 2. The rights of each Owner shall be appurtenant to his, her or its ownership of a lot or unit, may not be separated from said ownership, and shall automatically pass to the heirs, successors and assigns of an Owner upon the recordation of the change in ownership of the lot or unit in the public records of Utah County Recorder, and in the records of the corporation.

Section 3. An annual meeting of members shall be held each year at a time and place to be fixed by the board of trustees or president. The purpose of the annual meeting of members is to elect trustees and to transact such other matters as may properly come before the members. The annual meeting of members for any year shall be held no later than thirteen (13) months after the last annual meeting of members. However, failure to hold an annual meeting shall in no way effect the terms of officers or directors of the corporation or the validity of actions of the corporation.

Section 4. Special meetings of members may be called by the president or by a majority of the board of trustees then in office or by members holding a majority of the votes of members of the corporation. The purpose of each special meeting shall be stated in the notice and may only include purposes that are lawful and proper for members to consider.

Section 5. Written or printed notice stating the place, day and time of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the president or the secretary or the persons calling the meeting to each member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail postage prepaid addressed to the member at his or her address as it appears on the records of the corporation.

Section 6. A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Any action of the members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by a majority of the members of the corporation. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who have not consented in writing. The notice shall fairly summarize the material parts of the authorized action. Any certificate to be filed as a result of the members' action under this section shall state that written consent was given in accordance with Utah Code §16-6a-707.

Section 8. The secretary shall make, at least three (3) days before each meeting of members, a complete list of members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the corporation or at the principal place of business of the corporation and any member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 9. The members who appear or are represented at a meeting constitute a quorum at a meeting of members. The affirmative vote of a majority of the members at the meeting entitled to vote on the subject matter shall be the act of the members.

Section 10. Each member shall be entitled to one vote for each lot or unit owned by the member on each matter submitted to the members; provided, however, there shall be only one vote per lot or unit. If a lot or unit is owned by two or more persons, then the owners of that lot or unit shall designate in writing one owner to cast the vote. If a lot or unit is owned by a corporation, trust or other non-natural person, then it shall designate in writing a natural person to cast its vote.

Section 11. Each member entitled to vote at a meeting of members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy shall be in writing and shall be signed by the member or his otherwise duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provided by law.

ARTICLE 3

BOARD OF TRUSTEES

Section 1. Subject to the limitations of the articles of incorporation, these bylaws, and the Utah Revised Nonprofit Corporation Act concerning corporate action that must be authorized or approved by members of the corporation, all corporate powers shall be exercised by or under the authority of the board of trustees, and the management and affairs of the corporation shall be controlled by the board of trustees.

Section 2. The board of trustees shall have five members. One trustee shall be the mayor of City of Woodland Hills, whose term as trustee shall coincide with his term as mayor.

Four trustees shall be elected by members at the annual meeting of members for terms of three years and until their successors have been elected and qualified, provided that the terms of the trustees shall be staggered so that approximately one third of trustees are elected at each annual meeting.

Section 3. The board of trustees shall hold its annual meeting at the same place as and immediately following each annual meeting of members for the purpose of election of officers and such other business as may come before the meeting. If the majority of trustees are present at the annual meeting of members, no prior notice of the annual meeting of the board of trustees shall be required. However, another time and place for such meeting may be fixed by written consent of all of the trustees.

Section 4. Regular meetings of the board of trustees may be held without notice at such time and place as shall be determined by the board of trustees.

Section 5. Special meetings of the board of trustees may be called by the chairman of the board or any two trustees. The person or persons authorized to call special meetings of the board of trustees may fix a reasonable time and place for holding them.

Section 6. Trustees may participate in meetings of the board of trustees by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presents in person at such a meeting.

Section 7. Any action of the board of trustees may be taken without a meeting if consent in writing setting forth the action so taken signed by all of the trustees is filed in the minutes of the board of trustees. Such consent shall have the same effect as a unanimous vote.

Section 8. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally or by mail to each trustee at his address. If mailed such notice shall be deemed to be delivered one (1) day after when deposited in the United States mail with postage prepaid. Any trustee may waive notice of any meeting, either before, at or after such meeting by signing a waiver of notice. The attendance of a trustee at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a trustee state at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 9. A majority of the trustees in office shall constitute a quorum for the transaction of business. The vote of a majority of trustees present at a meeting at which a quorum is present shall constitute the action of the board of trustees. If less than a quorum is present, then a majority of those trustees present may adjourn the meeting from time to time without notice until a quorum is present.

Section 10. Any vacancy occurring in the board of trustees may be filled by the affirmative vote of a majority of the remaining trustees even though it is less than a quorum of the board of trustees. A trustee elected to fill a vacancy shall hold office only until (a) if the vacancy is the mayor of City of Woodland Hills, a new mayor is appointed or elected, or (b) if the vacancy is an elected trustee, until the next election of trustees.

Section 11. At any meeting of members called expressly for that purpose, any trustee other than the mayor of City of Woodland Hills may be removed from office, with or without cause, by majority vote of all the members. New trustees may be elected by the members for the unexpired terms of trustees removed from office at the same meetings at which such removals

are voted. If the members fail to elect persons to fill the unexpired terms of removed trustees, then vacancies unfilled shall be filled in accordance with the provisions of Section 10.

Section 12. A trustee of the corporation who is present at a meeting of the board of trustees at such action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstained from voting because of an asserted conflict of interest.

ARTICLE 4 OFFICERS

Section 1. At its annual meeting, the board of trustees shall elect a chairman who shall also serve as president of the corporation. At its annual meeting, the board of trustees shall also elect a secretary, who shall not be a member of the board of trustees. The board of trustees may also elect such other officers and assistant officers as may be deemed appropriate from time to time. Any person may hold two or more offices except that the president and secretary shall not be the same person. A failure to elect a president, secretary or any other officer shall not affect the existence of the corporation.

Section 2. Each officer shall hold office until his successor shall have been duly elected, or until his death, or until he shall resign or shall have been removed as provided in these bylaws.

Section 3. Any officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the board of trustees whenever, in its judgment, the best interest of the corporation shall be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an officer shall not of itself create contract rights.

Section 4. Vacancies in offices, however occasioned, may be filled at any time by election by the board of trustees.

Section 5. The chairman of the board shall preside at all meetings of the board of trustees and of the members. The president shall be chief executive officer of the corporation. Subject to the foregoing, the officers of the corporation shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the articles of incorporation, by these bylaws, or as may be assigned to them from time to time by the board of trustees.

Section 6. The salaries and other compensation, if any, of the officers shall be fixed from time to time by the board of trustees, and no officer shall be prevented from receiving such salary be reason of the fact that he or she is also a trustee of the corporation.

ARTICLE 5 BOOKS, RECORDS AND REPORTS

Section 1. The corporation shall prepare an annual report to the members of the corporation not later than four (4) months after the close of each fiscal year of the corporation. Such report shall include a balance sheet as of the close of the fiscal year and a revenue and disbursement statement for the fiscal year. Such statements shall be prepared from and in accordance with the books of the corporation. The annual report shall be presented to the members at the annual meeting of members and shall be available for inspection by members at the office of the secretary at reasonable times.

Section 2. Any member shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes and records of the corporation.

ARTICLE 6

NONPROFIT OPERATION

The corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the corporation will be distributed to its members, trustees or officers without full consideration. The corporation may contract in due course with its members, directors and officers without violating this provision.

ARTICLE 7

FISCAL YEAR

The fiscal year of the corporation shall be the period selected by the board of trustees.

ARTICLE 8

INDEMNIFICATION

The corporation shall indemnify each trustee and officer, including former trustees and officers, to the full extent permitted by the Utah Revised Business Corporation Act and the Utah Revised Nonprofit Corporation Act.

ARTICLE 9

AMENDMENTS

These bylaws may be altered, amended or replaced and new bylaws may be adopted by the board of trustees; provided that any bylaws or amendments thereto as adopted by the board of trustees may be altered, amended or repealed by vote of the members, or a new bylaw in lieu thereof may be adopted by the members. No bylaw that has been altered, amended or repealed by a vote of the members may be altered, amended or repealed by a vote of the board of trustees for a period of two (2) years after the action of the members.

ARTICLE 10

ASSESSMENTS

Section 1. The board of trustees shall have authority to levy assessments on the lots or units owned by members from time to time to pay the costs and expenses of operating the corporation and of making and maintaining improvements and facilities for the benefit of members as set forth in the declaration of covenants, conditions and restrictions applicable to the various lots and units. Assessments shall be made in the manner and for the purposes described in the declaration of the covenants, conditions and restrictions, and if not paid shall become a lien upon the lot or unit as provided in the declaration.

Section 2. Except as otherwise provided in the declaration of covenants, conditions and restrictions applicable to a lot or unit, the procedure for making and collection of assessments shall be as follows:

(a) The resolution of the board of trustees making an assessment shall provide a due date of not less than forty-five (45) days after the board's adoption of the resolution. At least one (1) month before the due date, the secretary shall give written notice by mail to each member of the assessment and the due date. The notice shall also inform the member that prior to the due date, the assessment must be paid or the member must request a hearing before the board of trustees.

The board of trustees shall hold a hearing, with reasonable notice to the member making the request. The member may appear in person, by representative or in writing. After the hearing, the board may adjust the amount of the assessment and specify the date of payment, which shall be not less than ten (10) days after the board's decision.

(b) The board may collect all unpaid assessments by such means as it deems appropriate, including recording a lien against the lot or unit for which the assessment has not been paid and foreclosing the same in the manner provided by law for foreclosure of a mortgage, or by suit in a court of appropriate jurisdiction. In any such litigation or foreclosure proceedings, the corporation shall be entitled to costs, including reasonable attorney's fees, and such interest and penalties as the board of trustees may by resolution establish for time to time.

Section 3. This Section 3 may be amended only by majority vote of all of the members of the corporation. The maximum assessment made in any fiscal year on any lot or unit shall be:

(a) Except as authorized by the members as set forth below, the board of trustees shall not make an assessment of more than \$150 in any fiscal year on any lot or unit.

(b) The majority of a quorum of members acting at an annual or special meeting of members may authorize the board of trustees to make an assessment of not more than \$400 in any fiscal year on any lot or unit.

(c) A majority of all members may authorize the board of trustees to make an assessment of more than \$400 in any fiscal year on any lot or unit.

Section 4. Subject to the limitations of Section 3, the corporation may make an assessment for the purpose of paying all or part of the cost of any public improvement made or to be made by City of Woodland Hills and the board of trustees may pay funds received by the corporation to City of Woodland Hills for that purpose.

[END OF BYLAWS]

IN WITNESS WHEREOF, the Woodland Hills Property Owners Association has caused the foregoing Bylaws to be executed by its duly authorized officers on the date evidenced below.

ORIGINAL SIGNATURE PAGE IS ON FILE WITH THE ASSOCIATION

EXHIBIT B

**Woodland Hills Property Owners Association
Property Description**

Subdivision	Parcel No.
Alpha	34:066:0001
	34:066:0002
Autumn Leaf	34:135:0001
	34:135:0003
	34:135:0005
	34:135:0006
	34:135:0009
	34:189:0001
	34:189:0002
Autumn Ridge	34:281:0001
Beta	35:087:0001
	35:087:0002
	35:087:0003
The Bells	35:171:0001
Burgi	35:187:0001
	35:187:0002
B & B	35:314:0005
	35:314:0006
Anderson	36:953:0001
	36:953:0002
	36:953:0003
Delta	37:047:0002
	37:047:0003
	37:047:0004
	37:047:0005
Day	37:065:0001
Davron	37:112:0001
	37:112:0002
ETA	38:073:0001
	38:073:0002

Epsilon	38:074:0001 38:074:0002
Fifty-Two	39:038:0001 39:038:0002
Four Pines	39:052:0003 39:052:0005 39:052:0006
Flintridge	39:059:0007 39:059:0008 39:059:0009 39:059:0011 39:059:0012
	39:062:0001 39:062:0002 39:062:0003 39:062:0004 39:062:0005 39:062:0006 39:062:0013 39:062:0016 39:062:0017 39:062:0021 39:062:0022
Gamma	40:089:0005 40:089:0006
Green	40:188:0003
Hansen	41:246:0005
Iota	42:023:0001 42:023:0002
Kappa	42:041:0001 42:041:0002
Kirkmont	44:062:0001 44:062:0002
Lambda	45:092:0001 45:092:0002
Lamson	45:133:0001 45:133:0003 45:133:0006

Louise Acres	45:149:0001 45:149:0002
Lichti	45:208:0001 45:208:0002
Lee	45:285:0001 45:285:0002
Morley	46:178:0001 46:178:0002
Mountain View	46:259:0001 46:259:0002
Mountain Oak	46:690:0001 46:690:0002 46:690:0003 46:690:0004 46:690:0005 46:690:0006 46:690:0007 46:690:0008 46:690:0009 46:690:0010 46:690:0011 46:690:0012 46:690:0013 46:690:0014 46:690:0015 46:690:0016 46:690:0017 46:690:0018
Omega	48:063:0001 48:063:0002 48:063:0003 48:063:0004 48:063:0005 48:063:0006
Omicron	48:064:0001 48:064:0002
Oak	48:066:0001 48:066:0002
Oakhaven	48:071:0001 48:071:0002
Oak Ridge	48:080:0006 48:080:0007 48:080:0008

48:080:0009
48:080:0023

48:082:0003
48:082:0004
48:082:0006

Oak Leaf 48:096:0001
48:096:0002
48:096:0003

Oak Ridge 48:098:0048
48:098:0049
48:098:0050
48:098:0051

One-Thirteen 48:099:0001
48:099:0002

Oak Ridge 48:103:0002
48:103:0003
48:103:0004

48:111:0025

Oakridge Heights 48:115:0001
48:115:0002
48:115:0003

One Hundred Ten 48:119:0001

One-Seventy 48:123:0001
48:123:0002

Oldroyd 48:141:0002
48:141:0006

Oak Ridge 48:141:0001

48:144:0002

48:145:0001
48:145:0002

48:163:0001
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	48:163:0009
	48:163:0010
Oakridge	48:192:0011
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	48:192:0013
	48:193:0015
	48:193:0016
Oakridge	48:210:0026
	48:210:0027
	48:210:0028
	48:210:0029
	48:210:0030
Oldroyd	48:255:0002
	48:255:0003
Oakridge	48:261:0016
	48:261:0017
	48:261:0018
	48:261:0021
	48:261:0024
	48:261:0025
	48:261:0030
	48:261:0031
	48:261:0033
Phi	49:130:0001
	49:130:0002
Pi	49:131:0001
	49:131:0002
Rho	51:092:0001
	51:092:0002
	51:092:0003
Roberts	51:206:0007
	51:297:0001
	51:297:0002
Nelson	51:460:0001
	51:460:0002
Sigma	52:206:0001
	52:206:0002
Sandi	52:257:0001
	52:257:0002

	52:257:0003
Theta	53:054:0001 53:054:0002
Tau	53:069:0001 53:069:0003 53:069:0004
Two-O-Five	53:073:0001 53:073:0002
Tucker Wood	53:075:0001 53:075:0002 53:075:0003
Two-O-Six	53:102:0001 53:102:0002
Two-O-Seven	53:106:0001 53:106:0002
Two-O-Nine	53:112:0001 53:112:0002
Tobler	53:129:0001 53:129:0002 53:129:0003
Thousand Oaks	53:280:0001 53:280:0002 53:280:0003 53:280:0004 53:280:0005 53:280:0006 53:280:0007 53:280:0008 53:280:0009 53:280:0010 53:280:0011 53:280:0012 53:280:0013 53:280:0014 53:280:0015 53:280:0016 53:280:0017 53:280:0018 53:280:0019 53:280:0020 53:280:0021 53:280:0022 53:280:0023

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Villa Entrada	54:076:0001
Village Entrada	54:077:0006
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Villages	54:133:0001
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	54:143:0011
Van Buren	54:144:0001
Villages	54:147:0001
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Zeta	55:053:0134
Woodland Hills	55:053:0137
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Whipperman	55:227:0001
Wright	55:223:0001
	55:223:0002
	55:223:0003
Woodland Ridge	55:236:0002
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	55:241:0001
	55:241:0002
	55:245:0001
	55:245:0002
	55:245:0003

	55:255:0001
	55:255:0002
	55:255:0003
	55:255:0004
Westgate	55:290:0001
Woodland Ridge	55:295:0004
	55:295:0005
Woodland Meadows	55:302:0009
	55:302:0010
	55:302:0011
	55:302:0012
Woodland Shadows	55:433:0001
	55:433:0002
	55:433:0003
	55:433:0004
	55:433:0005
	55:433:0006
	55:433:0007
Woodland Ridge	55:446:0001
	55:446:0002
	55:446:0003
Woodland Hills	55:572:0001
	55:572:0002
	55:572:0003
	55:572:0008
Zeta	56:002:0001
Upsilon	57:008:0001
	57:008:0002
Chance Acres	65:202:0001
	65:202:0002

EXHIBIT C

ORIGINAL DATE FILED WITH THE STATE: 3/13/1986
(The original is on file with the Association)

ARTICLES OF MERGER

Oakridge Development Company and Loafer Development Company, Utah Non-profit Corporations, have prepared a Plan of Merger whereby Loafer Development Company (to be renamed W. H. Property Owners Association) will be the surviving corporation. The plan of merger is as set forth below:

PLAN OF MERGER

1. The names of the corporations proposing to merge are: Loafer Development Company and Oakridge Development Company, both Utah non-profit corporations. Loafer Development Company shall be the surviving corporation.

2. The terms and conditions of the proposed merger are as follows:

(a) Both of the corporations are homeowners corporations with respect to subdivisions in which the owners of one lot in each subdivision have one unit of membership. This arrangement will be maintained in the merged corporation. Each member of one unit in Oakridge Development Company shall become the owner of a unit of membership in Loafer Development Company.

(b) The Articles of Incorporation of the surviving corporation shall be restated at length as follows:

The undersigned, being of full age, do hereby certify that they are the incorporators of a non-profit corporation under and by virtue of the Non-Profit and Cooperative Association Act (Title 16, Chapter 6, Utah Code Annotated, 1953) of the State of Utah, and further certifies that the establishment of this Corporation is in substantial compliance with the zoning regulations of Woodland Hills City, Utah, relating to "Planned Dwelling Groups."

ARTICLE I

A. The name of this Corporation is W. H. PROPERTY OWNERS ASSOCIATION

B. The existence of this Corporation will be perpetual.

C. The initial principal office of the Corporation will be located at 75 South 200 East,

Provo, Utah 84601.

D. Agent for the Corporation is T. Darrell Bushnell.

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ARTICLE II

Purposes

The purposes and objects of the corporation shall be to provide the members of WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B" with building and maintaining roads, walkways, utilities, sewage lines and disposal facilities, drainage systems, police service and recreational facilities, conducting such social and fraternal activities as may be determined from time to time, enforcing Protective Covenants and equitable servitudes, and participating in or nominating members for the architectural committee covering WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B" on file with the Utah County Recorder, and providing electricity, water, telephone and/ other public utility-like services provided such services qualify within the exemption granted by Section 501(c) of the Internal Revenue Code of 1954, as amended.

In the event any of the foregoing purposes and objectives render the company not eligible for non-profit status, such service shall not be authorized or performed by the corporation.

The foregoing services shall be provided on a mutual or cooperative basis and all funds received by the corporation shall be used solely for the purpose of meeting losses and expenses for providing the foregoing services.

This corporation is formed exclusively for non-profit services contemplated in Section 59-13-4(7) Utah Code Annotated, 1953, as amended.

ARTICLE III

Membership

This Corporation is organized without Capital Stock and participation therein shall be by membership certificates. Persons eligible for membership in this corporation shall be the present or future owners of units of land in the WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B", as shown by the records in the office of the County Recorder of Utah County, Utah, or as evidenced by contracts of sale to such owners. Membership in this Corporation shall be evidenced

by ONE (1) MEMBERSHIP for each unit of land owned or being purchased and such shall be issued by the Corporation without cost to the person or persons who acquire ownership interest in such unit. The acquisition of at least ONE (1) MEMBERSHIP together with the payment or arrangement with the Board of Trustees for payment of an equitable share of the cost of facilities previously acquired by the Corporation but not paid for by a predecessor in interest of such share together with payment of all current dues and assessments which may from time to time be levied on the members, shall entitle the owner of a membership to ONE (1) VOTE for each member at all membership meetings on all matters coming before such meetings. Only one individual may represent the membership at membership meetings which shall be determined either by operation of law or by agreement of co-owners.

All members in good standing shall be entitled to the use of all common roads, recreational facilities, policing service, utilities and other services, which may from time to time be provided by the Corporation for the benefit of members subject to control of the Board of Directors. In the absence of prompt payment of all dues and assessments, any member thus delinquent may be deprived of the use of common roads, utilities and other services and facilities provided by the Corporation to its members.

Records will be maintained to reflect the equity interest of each member. Upon dissolution of the company, all distributions would be on the basis of patronage.

ARTICLE IV

Number of Memberships

The Corporation shall be empowered to issue ONE (1) MEMBERSHIP for each unit of land in the development or such additional developments as are part of the overall master plan for WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B" and not just the units of land shown in the initial plat prepared and recorded in the office of the County Recorder of Utah County. Membership may further be expanded to other developments not

included in the master plan for WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B" by vote of a majority of the members of this Corporation.

ARTICLE V

Transfer of Membership

Upon the transfer of any unit of land in WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B", the Transferee of said unit of land shall receive from the Owner without cost, the Owner's membership certificate in this Corporation covering said unit of land together with all rights and privileges thereunto appertaining. Provided, however, such transfer of membership shall not relieve the owner from any duty to pay any unpaid dues or assessments. The Corporation, at its election, may refuse to transfer the membership to the transferee until such time as any delinquent dues and assessments have been paid. If the company elects to make the transfer, such transferee of such unit shall also acquire all obligations which may have accrued including but not limited to delinquent dues and assessments before being entitled to exercise membership prerogatives or to receive services provided by the Corporation to its members.

In the event the former owner, refuses to endorse or transfer the Certificate of Membership after a transfer of title to the property, or enforceable agreement to sell the property has been made, or if a member's interest in the unit of property is terminated by operation of law, the secretary of this corporation is authorized to execute and effect the transfer of said membership.

ARTICLE VI

Board of Trustees

The governing body of this Corporation shall be a Board of Trustees consisting of FIVE MEMBERS or such other number of Trustees, but not less than THREE (3), as the membership may determine from time to time.

The Trustees of the Corporation at the time of restatement of these Articles are as follows:

<u>Name</u>	<u>Street Number</u>	<u>City, State</u>
T. Darrell Bushnell	75 South 200 East	Provo, Ut 84603
Lamon Oviatt	Unit 103	Woodland Hills, Utah 84653
Tom Toborg	2481 Spanish Oak Dr.	Spanish Fork, Utah 84660
Dale R. Kemp	P.O. Box 543	Salem, Utah 84653
Kathryn McKell	2433 N. 930 E.	Provo, Utah 84604

A chairman of the Board of Trustees shall be elected by a majority of the Board of Trustees

ARTICLE VIII

Terms of Officers and Trustees

The qualification and election of Trustees and Officers shall be as follows: Members of the Board of Trustees must be members in good standing of this corporation; the Mayor of Woodland Hills City shall automatically serve as a trustee for the term of his office as Mayor; the Trustees shall be elected for terms of THREE (3) YEARS each, such terms to be staggered among the Board Members so that the terms of approximately ONE-THIRD (1/3) of the trustees shall expire in any one year; provided that the initial Board of Trustees as of the restatement of these Articles did consist of FIVE (5) MEMBERS, whose names and terms of office are indicated below:

<u>Name of Trustee</u>	<u>Term to expire at Annual meeting held each year</u>
Lamon Oviatt, Mayor	1985
Dale R. Kemp (resident)	1988
Tom Toborg (nonresident)	1988
Kathryn McKell (nonresident)	1987
T. Darrell Bushnell (at large)	1987

While the Board has five members, two members are to be residents of Woodland Hills City, one of whom will be the Mayor. No other member of the governing Board of Woodland Hills City may be

a member of the Board of this corporation. Two members are to be nonresidents of Woodland Hills City and a fifth is to be an at large representative who may be either a resident or a nonresident.

The officers of said Corporation shall be elected by the Board of Trustees from among the membership of the Board of Trustees of the Corporation (except Secretary or Treasurer who need not be a member) at a meeting thereof following as nearly as practicable the annual meeting of the membership. Such officers shall serve for a period of ONE (1) YEAR or until their successors are elected and qualified; the officers serving at the time of the restatement of these Articles and until the annual meeting in 1986 shall be:

- President - T. Darrell Bushnell
- Vice President (2) - Lamon Oviatt, Tom Toborg, Dale R. Kemp
- Secretary - Kathryn McKell
- Treasurer - Barbara M. Kemp

Members of the Board of Trustees may be removed at any time with or without cause, by a vote of three-fourths of the members at a meeting called for such purpose. Officers of the Corporation may be removed at any time, with or without cause, by a vote of a majority of the Board of Trustees. Vacancies in the Board of Trustees may be filled by the Board of Trustees until such time as a new Trustee is elected by a vote of the members of the Corporation.

Duties of Officers

The officers of this Corporation shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The same person may, in the discretion of the Board of Trustees hold both the office of Secretary and that of Treasurer. It shall be the duty of the President to carry out the policies and directions of the Board of Trustees. It shall be the duty of the Vice Presidents to assist the President in the discharge of his duties and to act in the absence of the President. It shall be the duty of the Secretary to keep the minutes of the meetings of members and the Board and to send out all notices and to keep the general records of the Corporation; and that of the Treasurer to have custody of, and to maintain and safely and truly keep the financial books, records, accounts and funds

of the Corporation, and to disburse said funds in accordance with the directions of the Board. All officers shall have such other or further duties as the Board may direct.

ARTICLE IX

Annual and Special Meetings

The annual meetings of the members of this Corporation shall be held at a time and place designated by the Board of Trustees with the first such annual meeting being held by November 30, 1986; provided that the Board of Trustees shall give at least TEN (10) DAYS' notice in advance to each member by mail of the time and place of said annual meeting. On similar notice, special meetings of the members may be called by the Chairman of the Board, the President, or by a majority of the Trustees.

The Trustees shall meet at such times and places as may be necessary to transact the business of the Corporation upon the call of the Chairman of the Board or the President, or a majority of the Trustees.

ARTICLE X

Dues and Assessments

For the purpose of providing and maintaining facilities and services of the various kinds contemplated in these Articles for the benefit of the members of the Corporation, the Trustees of this Corporation at duly called Trustee meetings shall have the power to levy assessments and dues upon the membership of this Corporation from time to time, which when delinquent shall become a lien upon the real property owned by the member in WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B".

ARTICLE XI

Notice of Dues and Assessments

Notice of Dues and Assessments shall be duly given by the Secretary to each member by mail at least one (1) month in advance of the date of said assessment shall become delinquent. Upon failure of any member to pay dues or assessments after receiving notice thereof, said member shall be

given written notice by mail of proposed termination of his membership for non-payment at least two months in advance of termination and an opportunity shall be afforded to the member to be heard by the Board of Trustees either in person or by representative or in writing. Unless good cause is shown prior to such termination of membership for retention of his membership or unless full payment of all assessments with interest and costs have been paid by the member, such membership may be thereafter terminated by the Board of Trustees by written notice and a suit may be commenced by the Trustees to collect the amount owing plus court costs and attorney's fees or at the election of the Board of Trustees to foreclose a lien upon the real property of the defaulting member in WOODLAND HILLS PLANNED DWELLING GROUP PLATS "A" AND "B" or in such other subdivisions as are adopted by the expansion of membership under Article IV of these Articles, which foreclosure proceedings shall be in the same manner as is provided for the foreclosure of a Trust Deed or mortgage upon real property by the laws of the State of Utah at the date of commencement of such foreclosure action. In any action to foreclose any such lien the Corporation shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments that shall have been established by the Corporation.

Each and every assessment and lien, together with any costs, penalties or interest, established by the Corporation shall be subordinate to any valid bona fide first mortgage or first deed of trust (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner. Notwithstanding the subordination provided for in this paragraph, however, services rendered by the Corporation to a property subjected to lien hereunder may be withheld by the Corporation until the obligation for past due liens has been discharged.

ARTICLE XII

Treasurer's Bond

The Treasurer may be bonded in such amount as the Board of Trustees may determine, said bond to be paid for by the corporation and conditioned on the faithful performance of his duties and accounting for all monies of the Corporation.

ARTICLES XIII**By-Laws**

The Board of Trustees shall have the power to make, amend and repeal By-laws to govern the Corporation, providing they are in accordance with and do not conflict with these Articles of Incorporation and provided further that the members may have the right to enact By-laws specifying that such By-laws may not be amended or repealed by the Board of Directors.

ARTICLE XIV**Quorum**

The members present at any duly called membership meeting shall constitute a quorum with authority to exercise full membership prerogatives. A majority of the Trustees shall constitute a quorum of the Board. All powers of the Trustees shall be exercised only in duly constituted meetings of the Board, except that a resolution in writing signed by all the Trustees shall have the same force and effect as if said resolutions were duly adopted by the Board at a regularly called meeting of the Board of Trustees.

ARTICLE XV**Mailing Address**

For the purpose of notice, the last address furnished to the Secretary of the Corporation by a member and as shown on its records, shall be presumed to be the correct mailing address of such member, and notice mailed postage prepaid to such address shall be deemed due and legal notice.

ARTICLE XVI**Amendments**

These Articles of Incorporation may be amended in all respects but not to be in conflict with applicable city, county, or state laws by a majority vote of all members at any regular or special meeting of the membership; provided, that each member shall have been given notice by mail of the proposed amendment at least TEN (10) days prior to the said meeting.

4. The surviving corporation shall adopt bylaws containing the following provisions:

(a) The Board of Trustees shall consist of five members, elected by the property owners, with the following representation - -

The mayor of the City is automatically a trustee to serve a four year term coterminous with his term as mayor.

One resident and member of the corporation shall be elected for an initial term of three years.

One property owner not resident in the city shall be elected for an initial term of 1 year

One property owner not resident in the city shall be elected for an initial term of 3 years
One property owner, either resident or not, shall be elected for an initial term of two years with all subsequent terms of trustees except the Mayor running three years, and with the division of the board among resident and non-resident property owners to stay the same, that is, once a trustee's term expires, he is to be replaced by a member of the same category to which he belongs, either resident, non-resident, or at large. In the event that the status of a trustee as resident or non-resident changes before the end of his term, he shall relinquish his position and the Board of Trustees shall appoint a replacement to serve until election of a replacement by a majority of the property owners in attendance at the next annual meeting.

(b) Until further order of the majority of the members in attendance at an annual meeting, the corporation shall be subject to the following limitations on its power to levy assessments upon members:

The Board of Trustees may impose a total assessment of no more than \$150 per unit per year

A majority of a quorum of members acting at the annual meeting may impose a total assessment of no more than \$400 per unit per year.

An absolute majority of all the members may impose a total assessment of more than \$400 per unit per year.

(c) Woodland Hills City shall submit a request for funds to the surviving corporation at least two weeks prior to approval of the city budget. In the event that the board of trustees of the surviving corporation do not have adequate time to review and evaluate the said budget, the surviving corporation would not be obligated to fund the request for funds.

(d) The bylaws of the surviving corporation adopted as a part of this plan of merger shall not be amended by the board of trustees and may be amended only by a majority vote of a quorum of the members acting at the annual meeting.

[end of the Plan of Merger]

B. The members of the merging corporations have voting rights and have adopted the foregoing Plan of Merger, including the foregoing restated Articles of Incorporation and the Bylaws set forth previously on pages 9, 10 and 11 hereof at a meeting held August 8, 1985, at which a quorum of the members of both corporations were present or represented by proxy and that such Plan received at least two-thirds of the votes which members present at such meeting or represented by proxy were entitled to cast.

THE ORIGINAL SIGNATURE PAGE IS ON FILE WITH THE ASSOCIATION

EXHIBIT D**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF****W. H. PROPERTY OWNERS ASSOCIATION, INC.**

W. H. Property Owners Association, has adopted the following amended and restated articles of incorporation.

SECTION 1: The name of the corporation is W. H. Property Owners Association, Inc.

SECTION II: The amended and restated articles of incorporation are fully set forth below:

1. The name of the corporation is W. H. Property Owners Association, Inc.

2. The corporation is a nonprofit corporation as defined in the Utah Revised Nonprofit Corporation Act. The corporation is not formed for pecuniary profit. No part of the income or assets of the corporation is distributable to or for the benefit of its members, trustees or officers, except to the extent permissible under law.

3. The duration of the corporation is perpetual.

4. The corporation is organized and shall be operated for the following purposes:

(a) To enforce the CCRs of

- (i) Woodland Hills Planned Dwelling Group, Plats "A" and "B";
- (ii) Thousand Oaks at Woodland Hills, Plats "A" and "B";
- (iii) Beta. Plat-A";
- (iv) Flintridge Subdivision, Plats "A" and "B";
- (v) Autumn Leaf, Plats "A" and "B";
- (vi) Woodland Hills, Plats "C" and "D";
- (vii) One Hundred Ten, Plat "A"
- (viii) Roberts, Plats "A" and "B";
- (ix) Woodland Meadows, Plat "A";
- (x) Davron. Plat "A";
- (xi) Villages at Woodland Meadows. Phases 1, 2, 3, 4 and V;
- (xii) Woodland Shadows. Plat "A";
- (xiii) Autumn Ridge, Plat "A";
- (xiv) Van Buren, Plat "A";
- (xv) C Anderson, Plat "A";
- (xvi) Woodland Hills Estates, Plat "A";
- (xvii) Western Annexation;
- (xviii) Villages at Woodland Meadows Annexation;
- (xix) KLB Annexation;
- (xx) West Woodland Hills Addition;

(xxi) Other subdivisions and real property developments meeting each of the following, requirements: (A) The subdivision or development is located with the boundaries of City of Woodland Hills, State of Utah. (B) Covenants, conditions or restrictions for the subdivision or development have been approved by the board of trustees and have been recorded in the public records of Utah County stating that owners of lots or units therein are to be members of the corporation and subject to assessments made by the corporation. (C) The subdivision or development has received final approval by City of Woodland Hills.

(b) To make and collect assessments on the land described in (a) above as allowed by the various covenants, conditions and restrictions of each subdivision or development.

(c) To exercise all rights and powers conferred by the laws of the State of Utah upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

(d) To do such other things as are incidental to the purposes of the corporation or necessary or desirable in order to accomplish them.

5. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees or officers, but the corporation is authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 hereof.

6. The corporation shall have voting members who shall consist of all of those persons who are, from time to time, the record fee simple owners of the lots or units located on or within the land described in Article 4(a) hereof. Each member shall have one vote for each lot or unit owned by that member.

7. The registered office of the corporation and the name of the registered agent of the corporation at that address is:

Holly Lockhart
140 East Spring Drive
Woodland Hills, Utah 84653

The name and address of the registered agent may be changed from time to time as provided and allowed by law.

8. The management of the corporation shall be vested in a board of trustees. The number of trustees constituting the board of trustees is five. One member of the board shall be the mayor of the City of Woodland Hills. The other four trustees shall be elected

by the members at the annual meeting of members for terms of three years and until their successors are elected, with terms staggered such that the term of approximately one third of trustees shall expire each year.

The board of trustees shall elect its own chairman for a term of one year. The bylaws may provide for *ex officio* and honorary trustees and their rights and privileges. A trustee may be removed from office at any time with or without cause by a three-fourths majority vote of members at a meeting called for that purpose.

9. The officers of the corporation shall consist of a president, who shall be the same person who is chairman of the board of trustees, a secretary, and such other officers as the board of trustees shall from time to time determine. The term of the president shall be the same as his term as chairman of the board of trustees. All officers other than the president shall serve at the pleasure of the board of trustees and may be removed at any time with or without cause.

10. The bylaws of the corporation are to be made and adopted by the board of trustees or members and may be altered, amended or rescinded by the board of trustees or members as provided by law.

11. The corporation reserves the right to amend or repeal any provision contained in these articles of incorporation or any amendments to them, so long as such amendment or repeal is adopted and approved in the manner provided by law, and all rights and privileges conferred upon members, trustees and officers are subject to this reservation.

12. The corporation shall indemnify each officer and trustee, including former officers and trustees, to the full extent permitted by the Utah Revised Nonprofit Corporation Act.

SECTION III: The amended and restated articles of incorporation were adopted by the members of the corporation. The number of members entitled to vote on adoption was _____. The number of members who voted was _____. The number of members who voted for adoption of the amended and restated articles of incorporation was _____. The number of votes cast for the amended and restated articles of incorporation was sufficient for approval by the members.

ORIGINAL SIGNATURE PAGE IS ON FILE WITH THE ASSOCIATION

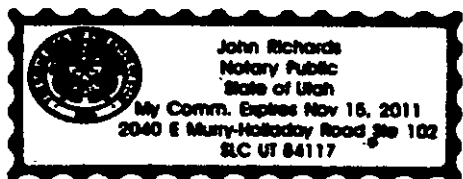
The recording of this Restated Declaration of Protective Covenants for Woodland Hills Property Owners Association was duly authorized as evidenced below.

WOODLAND HILLS PROPERTY OWNERS ASSOCIATION

Marianne Helvey Date 12-6-08
 By: Marianne A. Helvey
 Its: President
Holly Lockhart Date 12-6-08
 By: Holly Lockhart
 Its: Secretary

STATE OF UTAH)
)ss.
 County of _____)

On this 12 day of December, personally appeared before me Marianne Helvey and Holly Lockhart who being by me duly sworn, did say that they are the authorized agents of the Association to execute these Bylaws.



[Signature]
 Notary