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MAY 19 2014

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/19/2014 12:20 PM
FEE \$986.00 Pgs: 19
DEP RT REC'D FOR WOODSIDE HOMES OF
UTAH LLC

AFTER RECORDING RETURN TO:

Garrett Seely
39 East Eagleridge Drive, Suite 100
North Salt Lake, UT 84054

Parcel ID Nos. (APN's):

See Attached Exhibit "A" for parcel ID numbers and legal descriptions.

**MEMORANDUM OF BYLAWS
FOR FOXBORO NORTH HOMEOWNERS ASSOCIATION**

THIS MEMORANDUM OF BYLAWS FOR FOXBORO NORTH HOMEOWNERS ASSOCIATION is made this 16th day of May, 2014, by FOXBORO NORTH HOMEOWNERS ASSOCIATION, a Utah non-profit corporation (the "Master Association").

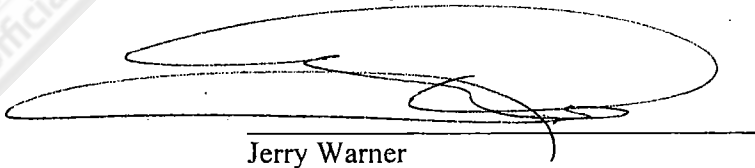
A. The Master Association administers certain matters related to that certain MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR FOXBORO NORTH recorded in the official records of Davis County, Utah, on June 27, 2007, as Entry No. 2283375, Book 4313, at Page 127 through 203, and as it may be amended from time to time (the "**Declaration**").

B. The Association has adopted the bylaws attached hereto as **Exhibit B** (the "**Bylaws**"), and pursuant to Utah Code Annotated § 57-8a-216, provides this Memorandum to record the Bylaws in the official records of Davis County, Utah.

C. The Bylaws may be amended from time to time as provided in the Bylaws.

IN WITNESS WHEREOF, the Master Association has executed the instrument this 16th day of May, 2014.

FOXBORO NORTH HOMEOWNERS ASSOCIATION,
a Utah non-profit corporation



Jerry Warner
Secretary

Provided by Davis County, Utah
This is not an official copy of the instrument
Sale of Real Estate
Davis County Government

STATE OF UTAH)
):ss
County of Davis)

On the 16th day of May, 2014, personally appeared Ross Tobler, before me, Kymberli D. Littlejohn, a Notary Public in and for the State of Utah, who being by me duly sworn did say that he, Jerry Warner, is the Secretary of said FOXBORO NORTH HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, that executed the within instrument and did acknowledge to me that the said corporation executed the same.

Kymberli D. Littlejohn
Notary Public



Residing at: North Salt Lake, Davis County, Utah

My Commission Expires: 9/13/2014

(seal)

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EXHIBIT A

LEGAL DESCRIPTIONS AND PARCEL ID NUMBERS
of property subject to the
FOXBORO NORTH HOMEOWNERS ASSOCIATION

Foxboro North Plat 1

Parcel ID Numbers: NONE

The property within Foxboro North Plat 1 LESS AND EXCEPTING therefrom Lots One Hundred One (101) and One Hundred Two (102) of Foxboro North Plat 1 recorded at the office of the Davis County Recorder as Entry Number 2224271, in Book 4171, at Page 304, on December 4, 2006.

Foxboro North Plat 2

Parcel ID Numbers: 06-268-0201 to 06-268-0211

Lots Two Hundred One (201) through Two Hundred Eleven (211) of Foxboro North Plat 2 recorded at the office of the Davis County Recorder as Entry Number 2224956, in Book 4172, at Page 1006, on December 5, 2006.

Foxboro North Plat 3

Parcel ID Numbers: 06-269-0301 to 06-269-0344

Lots Three Hundred One (301) through Three Hundred Forty-Two (342) and Parcels I and J of Foxboro North Plat 3 recorded at the office of the Davis County Recorder as Entry Number 2225732, in Book 4174, at Page 642, on December 7, 2006.

Foxboro North Plat 4

Parcel ID Numbers: 06-271-0401 to 06-271-0444

Lots Four Hundred One (401) through Four Hundred Forty-Three (443) and Parcel I of Foxboro North Plat 4 recorded at the office of the Davis County Recorder as Entry Number 2226459, in Book 4176, at Page 795, on December 11, 2006.

Foxboro North Plat 6

Parcel ID Numbers: 06-278-0601 to 06-278-0625

Lots Six Hundred One (601) through Six Hundred Twenty-five (625) of Foxboro North Plat 6 recorded at the office of the Davis County Recorder as Entry Number 2279192, in Book 4302, at Page 637, on June 12, 2007.

Foxboro North Plat 7

Parcel ID Numbers: 06-280-0701 to 06-280-0729

Lots Seven Hundred One (701) through Seven Hundred Twenty-nine (729) of Foxboro North Plat 7 recorded at the office of the Davis County, Utah, Recorder's Office, as Entry Number 2291066, in Book 4330, at Page 1341, on July 23, 2007.

Foxboro North Plat 8

Parcel ID Numbers: 06-281-0801 to 06-281-0851

Lots Eight Hundred One (801) through Seven Hundred Forty-seven (847) and Parcels A, B, C, and D, inclusive, contained in Foxboro North Plat 8, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2291296, in Book 4331, at Page 267, on June 25, 2007.

Foxboro North Plat 9A

Parcel ID Numbers: 06-338-0901 to 06-338-0917 also,

Lots Nine Hundred One (901) through Nine Hundred Seventeen (917), inclusive, contained in Foxboro North Plat 9A, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2604160, in Book 5300, at Page 378, on June 22, 2011.

Foxboro North Plat 9B Parcel ID Numbers: 06-352-0918 to 06-352-0940
Lots Nine Hundred Eighteen (918) through Nine Hundred Thirty-seven (937), inclusive, and
Parcels A, B, and C, contained within Foxboro North Plat 9B, recorded in the official records of
the Davis County, Utah, Recorder's Office, as Instrument Number 2693041, in Book 5625, at
Page 1893, on October 11, 2012.

Foxboro North Plat 10A Parcel ID Numbers: 06-337-1001 to 06-337-1034
Lots One Thousand One (1001) through One Thousand Thirty-four (1034), inclusive, and the
Common Area described as Parcels A-B, contained within Foxboro North Plat 10A, recorded in
the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 260276,
Book 5293, at Page 21, on June 13, 2011.

Foxboro North Plat 10B Parcel ID Numbers: 06-344-1033 to 06-344-1048
Lots One Thousand Thirty-three (1033) through One Thousand Forty-eight (1048), inclusive,
contained within Foxboro North Plat 10B, recorded in the official records of the Davis County,
Utah Recorder's Office, as Instrument Number 2664911, Book 5533, at Page 1010, on May 31,
2012.

Foxboro North Plat 10C Parcel ID Numbers: 06-351-1049 to 06-351-1065
Lots One Thousand Forty-nine (1049) through One Thousand Sixty-five (1065), inclusive,
contained within Foxboro North Plat 10C, recorded in the official records of the Davis County,
Utah Recorder's Office, as Instrument Number 2693040, Book 5625, at Page 1892, on October
11, 2012.

Foxboro North Plat 11 Parcel ID Numbers: 06-346-1101 to 06-346-1123
Lots One Thousand One Hundred One (1101) through One Thousand One Hundred Twenty-one
(1121), inclusive, and Parcels A and B contained within Foxboro North Plat 11, recorded in the
official records of the Davis County, Utah Recorder's Office, as Instrument Number 2671600,
Book 5557, Page 510, on July 5, 2012.

Foxboro North Plat 12B Parcel ID Numbers: 06-360-1201 to 06-360-1228
Lots One Thousand Two Hundred One (1201) through One Thousand Two Hundred Twenty-six
(1226), inclusive, and Parcels A and B, contained within Foxboro North Plat 12B, recorded in
the official records of the Davis County, Utah Recorder's Office, as Instrument Number
2751875, Book 5803, Page 255, on July 3, 2013.

Foxboro North Plat 13 Parcel ID Numbers: 06-363-1301 to 06-363-1354
Lots One Thousand Three Hundred One (1301) through One Thousand Three Hundred Fifty-two
(1352), inclusive, and Parcels A and B, contained within Foxboro North Plat 13, recorded in the
official records of the Davis County, Utah Recorder's Office, as Instrument Number 2761063,
Book 5834, Page 214, on August 19, 2013.

Foxboro North Plat 14 Amended Parcel ID Numbers: 06-362-1401A to 06-362-1408A also,
Lots One Thousand Four Hundred One (1401A) through One Thousand Four Hundred Eight
(1408A), inclusive, and Parcels A and B, contained within Foxboro North Plat 14 Amended,
recorded in the official records of the Davis County, Utah Recorder's Office, as Instrument
Number 2751875, Book 5803, Page 255, on July 3, 2013.

Foxboro North Plat 15

Parcel ID Numbers: 06-357-1501 to 06-357-1544

Lots One Thousand Five Hundred One (1501) through One Thousand Five Hundred Forty-one (1541), inclusive, and Parcels A, B, and C, contained within Foxboro North Plat 15, recorded in the official records of the Davis County, Utah Recorder's Office, as Instrument Number 2719296, Book 5703, Page 1175, on February 8, 2013.

Stonehaven North PUD Plat 1

Parcel ID Numbers: 06-291-0101 to 06-291-0187

Lots One Hundred One (101) through One Hundred Fifty-one (151), inclusive, and common area, contained within Foxboro Stonehaven North P.U.D. Plat 1, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2284621, Book 4315, Page 2693, on June 29, 2007.

Stonehaven North PUD Plat 2

Parcel ID Numbers: 06-298-0201 to 06-298-0219

Lots Two Hundred One (201) through Two Hundred Eighteen (218), inclusive, and common area, contained within Foxboro Stonehaven North P.U.D. Plat 2, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2340124, Book 4466, Page 515, on February 8, 2008.

Foxboro North Stonehaven West PUD

Parcel ID Numbers: 06-349-0001 to 06-349-0080

Lots One (1) through Eighty (80), inclusive, and Parcel A, contained within Foxboro North Stonehaven West PUD, recorded in the official records of the Davis County, Utah Recorder's Office, as Instrument Number 2681531, Book 5590, Page 16, on August 22, 2012.

Foxboro North Stonehaven West Plat 2 PUD

**Parcel ID Numbers: 06-356-0081 to 06-356-0088
and 06-356-0090 to 06-356-0091**

Lots Eighty-one (81) through Eighty-seven (87), inclusive, and Parcels A, C, and D, contained within Foxboro North Stonehaven West Plat 2 PUD, recorded in the official records of the Davis County, Utah Recorder's Office, as Instrument Number 2719294, Book 5703, Page 1170, on February 8, 2013.

Berkeley North PUD

Parcel ID Numbers: 06-291-0101 to 06-291-0187

Lots One Hundred One (101) through One Hundred Eighty-six (186), inclusive, and the Common Area contained within Berkeley North P.U.D., recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2315804, Book 4395, Page 159, on October 24, 2007.

Castleton North at Foxboro North Plat 1

Parcel ID Numbers: 06-282-0001 to 06-282-0013 *et al*,

All of Unit 4, Unit 5, and Unit 6, Building 101; All of Unit 1, Unit 2, and Unit 3, Building 102, All of Unit 1, Unit 2, and Unit 3, Building 103; All of Unit 1, Unit 2, and Unit 3, Building 104 and common area, contained within Castleton North at Foxboro North Plat 1, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2298196, Book 4348, Page 189, on August 17, 2007.

Castleton North at Foxboro North Plat 2 Parcel ID Numbers: 06-287-0001 to 06-287-0010

All of Unit 7, Unit 8, and Unit 9, Building 105; All of Unit 4, Unit 5, and Unit 6, Building 106, All of Unit 1, Unit 2, and Unit 3, Building 107; and common area, contained within Castleton North at Foxboro North Plat 2, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2209845, Book 4377, Page 1636, on September 28, 2007.

Castleton North at Foxboro North Plat 3 Parcel ID Numbers: 06-288-0001 to 06-288-0013

All of Unit 4, Unit 5, and Unit 6, Building 108; All of Unit 4, Unit 5, and Unit 6, Building 109, All of Unit 1, Unit 2, and Unit 3, Building 110; All of Unit 4, Unit 5, and Unit 6, Building 111 and the common area, contained within Castleton North at Foxboro North Plat 3, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2310109, Book 4378, Page 623, on October 1, 2007.

Castleton North at Foxboro North Plat 4 Parcel ID Numbers: 06-299-0001 to 06-299-0013

All of Unit 4, Unit 5, and Unit 6, Building 112; All of Unit 1, Unit 2, and Unit 3, Building 113, All of Unit 4, Unit 5, and Unit 6, Building 114; All of Unit 1, Unit 2, and Unit 3, Building 115 and the Common area, contained within Castleton North at Foxboro North Plat 4, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341172, Book 4469, Page 475, on February 13, 2008.

Castleton North at Foxboro North Plat 5 Parcel ID Numbers: 06-300-0001 to 06-300-0013

All of Unit 4, Unit 5, and Unit 6, Building 116; All of Unit 4, Unit 5, and Unit 6, Building 117, All of Unit 1, Unit 2, and Unit 3, Building 118; All of Unit 1, Unit 2, and Unit 3, Building 119 and the common area, contained within Castleton North at Foxboro North Plat 5, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341371, Book 4469, Page 1610, on February 13, 2008.

Castleton North at Foxboro North Plat 6 Parcel ID Numbers: 06-301-0001 to 06-301-0010

All of Unit 1, Unit 2, and Unit 3, Building 120; All of Unit 1, Unit 2, and Unit 3, Building 121, All of Unit 4, Unit 5, and Unit 6, Building 122; and the common area, contained within Castleton North at Foxboro North Plat 6, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341742, Book 4470, Page 1898, on February 14, 2008.

Castleton North at Foxboro North Plat 7 Parcel ID Numbers: 06-302-0001 to 06-302-0010 also,

All of Unit 4, Unit 5, and Unit 6, Building 123; All of Unit 1, Unit 2, and Unit 3, Building 124, All of Unit 1, Unit 2, and Unit 3, Building 125; and the common area, contained within Castleton North at Foxboro North Plat 7, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341742, Book 4470, Page 1205, on February 14, 2008.

Castleton North at Foxboro North Plat 8 Parcel ID Numbers: 06-303-0001 to 06-303-0010

All of Unit 4, Unit 5, and Unit 6, Building 126; All of Unit 1, Unit 2, and Unit 3, Building 127, All of Unit 7, Unit 8, and Unit 9, Building 128; and the common area, contained within Castleton North at Foxboro North Plat 8, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341893, Book 4471, Page 579, on February 15, 2008.

Castleton North at Foxboro North Plat 9 Parcel ID Numbers: 06-304-0001 to 06-304-0007

All of Unit 1, Unit 2, and Unit 3, Building 129; All of Unit 1, Unit 2, and Unit 3, Building 130; and the common area, contained within Castleton North at Foxboro North Plat 9, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2341944, Book 4471, Page 863, on February 15, 2008.

Castleton North at Foxboro North Plat 10 Parcel ID Numbers: 06-283-0001 to 06-283-0010

All of Unit 4, Unit 5, and Unit 6, Building 131; All of Unit 4, Unit 5, and Unit 6, Building 132; All of Unit 1, Unit 2, and Unit 3, Building 133; and the common area, contained within Castleton North at Foxboro North Plat 10, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2298197, Book 4348, Page 190, on August 17, 2007.

EXHIBIT B

BYLAWS

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BYLAWS
OF
FOXBORO NORTH HOMEOWNERS ASSOCIATION

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* (as amended from time to time, the “Act”), the following Bylaws are hereby adopted as the Bylaws of Foxboro North Homeowners Association, a Utah nonprofit corporation.

ARTICLE 1

NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is **Foxboro North Homeowners Association** (the “**Association**” or sometimes the “**Master Association**”).

1.2 Offices. The initial principal office of the Association shall be at 39 East Eagleridge Drive, Suite 100, North Salt Lake, Utah 84054.

ARTICLE 2

DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms are defined in the **Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Foxboro North**, executed by WOODSIDE AMBERLY, LLC, a Utah limited liability company, WOODSIDE BERKELEY, LLC, a Utah limited liability company, WOODSIDE CAMBRIA, LLC, a Utah limited liability company, WOODSIDE STONEHAVEN, LLC, a Utah limited liability company, and WOODSIDE CASTLETON, LLC, a Utah limited liability company, collectively referred to as “**Declarant**” and recorded in the official records of Davis County, Utah (the “**Declaration**” or sometimes referred to as “**Master Declaration**”), shall have such defined meanings when used in these Bylaws. “**Director**” or “**Trustee**”, and “**Directors**” or “**Trustees**”, and “**Board of Directors**” or “**Board of Trustees**” are all used interchangeably as defined in the Declaration.

ARTICLE 3

MEETINGS OF MEMBERS

3.1 Annual Meetings. The annual meeting of members shall be held on the first Wednesday of April of each year at 7:00 p.m., or at such other day and time as the Board of Directors shall fix by resolution. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors

shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

3.2 Special Meetings. Special meetings of the members may be called by the Board of Directors, the President or upon the written request of members holding not less than THIRTY PERCENT (30%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President.

3.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

3.4 Notice of Meetings. The Board of Directors shall cause written or printed notice of the time, place and purposes of all meetings of the members (whether annual or special) to be delivered, not more than SIXTY (60) nor less than SEVEN (7) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the member at his registered address, with first-class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Lot address shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. Upon purchasing a Lot, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than SIXTY (60) nor less than SEVEN (7) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.6 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than twenty-five percent (25%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a date no less than five (5) and no more than thirty (30) days from the date of the originally scheduled meeting. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be delivered to the members in the manner prescribed for regular meetings of the Association. At the reconvened meeting, a quorum shall be established with the presence of, in person, or by proxy, no less than ten percent (10%) of the total votes of the association.

3.7 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by his attorney duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot(s) of such member. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration or Utah law. The election of Directors shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members. Where membership is jointly held by more than one person, such holders must act unanimously to cast the votes relating to such membership.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining members present, shall be deemed waived if no objection is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3.11 Action by Written Ballot. Any action that may be taken by a meeting may also be taken by the Association delivering a ballot to every member entitled to vote. An action by written ballot shall pass if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting. Any solicitation of votes by written ballot must (1) indicate the number of responses needed to meet quorum requirements; (2) state the percentage of approvals necessary to approve each matter; (3) specify the time by which the Association must receive the ballots to be counted; and be accompanied by sufficient written information so that the member can reach an informed decision on the matter.

3.12 Meetings by Telecommunication. Members may participate in a meeting by any means of communication, so long as all persons participating in such meeting can hear one another. Participation in a meeting through the above means shall constitute presence in person at such meeting.

3.13 Presumption of Assent. A member of the Association who is present at a meeting of the members at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless

(s)he shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. No member may dissent regarding action for which the member voted in favor.

ARTICLE 4

BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all of the powers of the Association, except such powers as are by the Act, the Declaration, the Articles of Incorporation, or by these Bylaws solely in the members and/or the Declarant. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, functions, and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The number of Directors of the Association shall be no less than three (3) and no more than five (5) and the number of Directors on the Board may only be changed by the approval of sixty seven percent (67%) of the votes cast at a meeting of the members at which a quorum is present. The initial Board of Directors appointed by Declarant shall serve until new Directors shall have been elected at the first annual meeting of the members. At the first annual meeting of the members, five (5) new Directors shall be elected, one (1) to a term of one (1) year, two (2) to a term of two (2) years and two (2) to a term of three (3) years. Each Director elected thereafter shall serve for a term of three (3) years, so that each year at least one Director shall be elected. All Directors, other than Directors elected while the Class B membership is in effect, shall be Members of the Association and shall serve for no more than two (2) consecutive terms at a time.

4.3 Regular Meetings. The regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place reasonably convenient to the Directors, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. Any Director may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The Directors shall act only as a Committee, and individual Directors shall have no powers as such.

4.6 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Director (e.g., as a manager).

4.7 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except a Director appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of seventy-five percent (75%) of the total votes that are cast at a special meeting of the members duly called for that purpose at which a quorum is present.

4.8 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board of Directors by reason of the removal, death, resignation or disqualification of a Director (other than a Director appointed by Declarant), the Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the members at a special meeting called for such purpose or at the next annual meeting. If the authorized number of Directors shall be increased, such newly created Directorships shall be filled by election of the members at a special meeting or annual meeting of the members. If vacancies shall occur in the Board of Directors by reason of death, resignation or removal of a Director appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Director elected or appointed hereunder to fill a vacancy shall serve the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.9 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE 5

OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary and a Treasurer. The Association may also have such other officers as may from time to time be appointed by the Board of Directors.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the regular annual meeting of the Board of Directors. In the event of failure to choose officers at such regular annual meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each officer shall hold his office until the next ensuing regular annual meeting of the Board of Directors and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the

capacity of more than one office. The President shall be and remain a Director of the Association during the entire term of his or her respective office. No other officer need be a Director.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be members or Directors of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, for or without cause.

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

5.6 The President. The President shall preside at meetings of the Board of Directors and at meetings of the members. The Secretary shall sign on behalf of the Association all conveyances, mortgages, documents and contracts and shall do and perform all other acts and things that the Board of Directors may require of him or her.

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

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require of him or her.

5.9 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer (e.g., as a manager).

ARTICLE 6

COMMITTEES

6.1 Architectural Control Committee. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (for purposes of this Section 6.1, the "Committee").

(a) Creation. The Architectural Control Committee shall consist of three (3) persons, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. The initial Committee will consist of three (3) persons to be appointed by Declarant in its sole discretion for so long as there is a Class B Member. At such time that the Class B Membership shall have ceased to exist, the initial Committee shall be released from responsibility and a new Committee shall be selected which shall consist of three (3) Members. The Committee members shall be chosen by the Board of Directors annually at the regular annual meeting of the Board of Directors. In the event of failure to choose officers at such regular annual meeting of the Board of Directors, Committee members may be chosen at any regular or special meeting of the Board of Directors. Each Committee members shall hold his office until the next ensuing regular annual meeting of the Board of Directors and until his successor shall have been chosen and qualified, or until his death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Except for the initial Committee appointed by Declarant, all members of the Committee must be Owners at the time of their appointment. Should any Member move his or her residence outside of the Project, such Member shall automatically be deemed to have resigned and the Committee shall declare a vacancy.

(b) Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein. In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of applicable governmental codes and regulations and these covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

(c) Design Review Fee. Each Lot Owner shall be required to pay a Three Hundred Dollar (\$300) Design Review Fee to the Committee before any alteration, remodeling or other construction plans shall be reviewed or approved by the Committee. The Three Hundred Dollar (\$300) fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in constructions.

6.2 Designation of Committees. The Board of Directors may from time to time by resolution designate such other committees as it may deem appropriate in carrying out its duties,

responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

(a) Proceedings of Committees. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

(b) Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have not powers as such.

(c) Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any member of any committee designated by it hereunder.

(d) Vacancies. If any vacancy shall occur in any committee designated by the Board of Directors hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification of Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that (s)he is or was a Director, officer or committee member of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person

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

7.2 Indemnification of Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer or committee member of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner reasonably believed by such person to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 or 7.2 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Any other indemnification under Section 7.1 or 7.2 above shall be made by the Association only upon a determination that indemnification of such person is proper in the circumstances because such person has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 above. Such determination shall be made either (i) by the Board of Directors by a majority vote of disinterested Directors, or (ii) by independent legal counsel in a written opinion, or (iii) by the members or the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that such person is entitled to be indemnified by the Association as authorized by this article or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Directors or otherwise, both as to actions taken by a person in an official capacity and as to action taken in another capacity while holding such office. The

indemnification authorized by this article shall apply to all present and future Directors, officers, committee members, employees and agents of the Association and shall continue as to such persons who cease to be Directors, officers, committee members, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director, officer, committee member, employee or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be deemed appropriate by the Board of Directors.

7.7 Payments and Premiums. All indemnification payments made and all insurance premiums for insurance maintained pursuant to this article shall constitute Common Expenses, and shall be paid with funds from the General Assessments referred to in the Declaration.

ARTICLE 8

FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the last day of December next following, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 9

RULES AND REGULATIONS

9.1 Rules and Regulations. The Board of Directors may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Common Areas of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Declaration, the Articles of Incorporation or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board of Directors and with copies of all amendments and revisions thereof.

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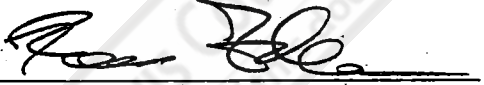
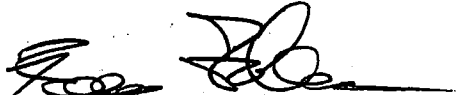
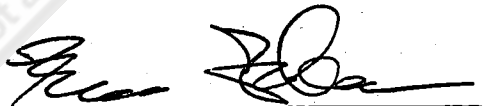
ARTICLE 10

AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted only upon the approval of at least seventy-five percent (75%) of the votes cast at a meeting of the Members called for such purpose at which a quorum is present. During the time in which Declarant maintains controlling membership, Amendments to the Bylaws are at the sole discretion of the Declarant. Upon turning over control of the management of the Association to the Homeowners, the above voting guidelines shall rule.

IN WITNESS WHEREOF, the undersigned, being the Declarant and controlling members of the Association do hereby approve these Bylaws and adopt the same as the Bylaws of the Association as of the date of incorporation of the Association.

DECLARANT

<p>WOODSIDE AMBERLY, LLC, a Utah limited liability company</p> <p>By:  Ross Tobler</p> <p>Its: Treasurer</p>	<p>WOODSIDE BERKELEY, LLC, a Utah limited liability company</p> <p>By:  Ross Tobler</p> <p>Its: Treasurer</p>
<p>WOODSIDE CAMBRIA, LLC, a Utah limited liability company</p> <p>By:  Ross Tobler</p> <p>Its: Treasurer</p>	<p>WOODSIDE CASTLETON, LLC, a Utah limited liability company</p> <p>By:  Ross Tobler</p> <p>Its: Treasurer</p>
<p>WOODSIDE STONEHAVEN, LLC, a Utah limited liability company</p> <p>By:  Ross Tobler</p> <p>Its: Treasurer</p>	