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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
KEUFFEL P.U.D. SUBDIVISION  
A PLANNED UNIT DEVELOPMENT

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
KEUFFEL P.U.D. SUBDIVISION  
A PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by WOODED COVE, L.L.C (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a Planned Unit Development Project (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain private roads and other Common Areas in the Project; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners. Keuffel Subdivision Homeowners Association, a homeowners' association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Articles shall mean and refer to the Articles of Incorporation for the Keuffel Subdivision Homeowners Association, as amended from time to time.

1.2 Association shall mean and refer to the Keuffel Subdivision Homeowners Association, a Utah Nonprofit Corporation, its successors and assigns.

1.3 Board shall mean and refer to the Board of Trustees of the Association.

1.4 Bylaws shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.5 Common Area shall mean (i) the property designated as common area on the Map, and (ii) any portion of the Project which is owned by the Association for the use and enjoyment of the Members.

1.6 Common Expenses shall mean and refer: to all sums which are expended by the Association on behalf of the Owners; all sums which are required by the Board of Trustees to perform or exercise its functions, duties, or rights under this Declaration and the Bylaws, including an adequate reserve fund for maintenance, repair and replacement of Common Areas; all sums paid pursuant to any management agreement which may be entered into for operation of the Project; and all other items, things and sums which are lawfully assessed against the Owners in accordance with this Declaration, the Bylaws and such rules and regulations as the Board of Trustees may from time to time make and adopt.

1.7 Declarant shall mean and refer to Wooded Cove, L.L.C., its successors or assigns if such successors or assigns should acquire, either by operation of law or through a voluntary conveyance, transfer, or assignment, more than one undeveloped Lot from the Declarant for the purpose of development.

1.8 Declaration shall mean and refer to this instrument as amended from time to time.

1.9 Dwelling shall mean and refer to a separate residential dwelling unit together with garages and/or other attached structures located on a Lot within the Project.

1.10 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.

1.11 Map shall mean and refer to the subdivision or P.U.D. Plat entitled "KEUFFEL P.U.D. SUBDIVISION", filed in the office of the Salt Lake County Recorder, as the same may be amended from time to time.

1.12 Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 Pool Area shall mean that portion of the Property designated on the Map as the area for a community pool.

1.14 Project shall mean the real property described on Exhibit A, together with all improvements thereon and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.15 Property shall mean and refer to that certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof.

2. DESCRIPTION OF THE LAND.

The land on which the Lots and other improvements of the Project are located is situated in Salt Lake County, State of Utah, and is more particularly described on Exhibit A attached hereto.

3. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create mutual equitable servitudes on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

4. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, the Association, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

5. LAND USE AND BUILDING TYPE.

5.1 No Lot shall be used except for single family residential and related purposes.

5.2 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwellings thereon.

5.3 Accessory buildings may be allowed only with the written consent of the Board of Trustees and subject to compliance with all zoning and other land use regulations then in effect of Holladay City or successor government entity.

5.4 No trailer, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

6. NUISANCES AND RELATED MATTERS.

6.1 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

6.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project, unless the owner shall first obtain the written consent of both the Board of Trustees and the Declarant. Utmost care shall be taken to insure that the construction for and the raising of such livestock shall be done in such a way so as not to be offensive to other owners of the lots in the PUD, while still maintaining the country feeling of the project. Common household pets shall be allowed so long as such pets do not create a nuisance.

6.3 No storage of any articles, materials, equipment or vehicles of any nature, including boats, is permitted in the front yard or side yard portion of any Lot, except that regularly used passenger cars and light trucks may be parked upon the driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment shall be stored in a garage or accessory building.

6.4 No detached garages or other accessory buildings shall be constructed without first obtaining the written consent of the Board as to design and location. A detached garage cannot have a door taller than nine (9) feet in height.

6.5 Except for signs displayed by the Declarant for the sale of Lots or Dwellings, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

6.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

6.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

6.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure of Lot. Provided, however, that television antennas and satellite dishes may be placed on a lot in a location to be approved by the Board of Trustees.

6.9 An Owner shall not, by deed, plat or otherwise, subdivide or in any manner cause his or her Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any Owner cause, suffer or permit the fee ownership of his or Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, form or kind whatsoever.

7. EASEMENTS.

Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the convenience of the Owners of Lots and the Association, as may be shown on the Map or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant or the Board of Trustees.

8. DESCRIPTION OF COMMON AREAS.

The Common Areas shall mean and include those areas designated as such on the Map, including, but not limited to, all landscaped areas, private roads and sidewalks; any utility pipes, lines or systems serving more than one Lot; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing.

9. DESCRIPTION OF POOL AREA AND COMMUNITY POOL ASSOCIATION.

9.1 The Pool Area shall mean and include that area designated on the Map as a community pool. Each Owner of a Lot, and each Member of Declarant, shall be a member in the Community Pool Association, a Utah Nonprofit Corporation, with a non-exclusive right to use the Pool Area in conjunction with other members of the Community Pool Association and in accordance with the rules and bylaws of the Community Pool Association. The Pool Area shall be Common Area of the Project, but The Community Pool Association and its members shall be granted a non-exclusive easement over, under and across the Pool Area for the limited and exclusive use and purpose of operating and maintaining a swimming pool, together with reasonable and necessary appurtenances thereto, which easement shall run for a period of fifty (50) years. The Community Pool Association shall be liable to the Association for water assessments for water use which exceeds its monthly allotment as set forth in Section 13.6 below.

9.2 Membership in the Community Pool Association shall be limited to Owners of Lots, Members of Declarant, and such other persons as Declarant may designate in its sole discretion. The easement and the appurtenant use and control of the Pool Area shall not be turned over to the Community Pool Association until such time as the swimming pool and related improvements have been constructed by Declarant and Declarant also records a written easement to the Community Pool Association consistent with the provisions of this Declaration.

9.3 Any improvements, alterations or additions to the Pool Area, other than ordinary maintenance and repairs, must be approved, in compliance with the provisions of Article 14 of this Declaration, by the Board of the Association or an architectural control committee appointed by the Board. The intent and purpose of this provision is to ensure that any such improvements, alterations or additions are in harmony with existing improvements in the Project and that use of the Pool Area is limited to operating and maintaining a swimming pool in compliance with the grant of easement to the Community Pool Association.

9.4 The Association, the Board and any Owners of Lots in the Project shall have no responsibility for or liability to any person or entity arising from or relating to the use and operation of the Pool Area by the Community Pool Association, including, without limitation, taxes, insurance, contracts, property damage or personal injury, and the Community Pool Association shall indemnify and hold harmless the Association, the Board and the Owners from any such liability. The Community Pool Association shall also be required to carry and maintain liability insurance and insurance on the buildings and improvements, listing the Association, the Board and the Owners as additional insureds, in amounts sufficient to repair or replace any improvements and to protect against claims by third parties for property damage or personal injury.

#### 10. PROPERTY RIGHTS.

10.1 Each Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed



to by the Members. No such dedication or transfer shall be effective unless an instrument in writing agreeing to such dedication or transfer signed by two-thirds of each class of Members has been recorded.

10.2 Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Areas to the members of his or her family, or to his or her tenants or contract purchasers who reside on the property.

10.3 Such ownership interest in the Common Areas shall have a permanent character and shall not be altered without the unanimous written consent of all Owners of Lots, expressed in a duly recorded amendment to this Declaration. Except as otherwise provided in this Declaration, each Owner shall be entitled to use the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. The Common Areas shall be owned in common by all Lot Owners, with legal title in the name of the Association, and no Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant undivided interest therein of his or her Lot.

11. MEMBERSHIP; VOTING RIGHTS; TRUSTEES.

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

11.2 The Association shall have two classes of voting membership:

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

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

(a) when Declarant and all of the three original Members of Declarant shall no longer own a Lot, or

(b) on December 31, 2010.

11.3 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Board of Trustees consisting of three (3) natural persons, who need not be members of the Association. The number of Trustees may be changed by amendment of the

Bylaws of the Association. At the first annual meeting, the members shall elect three (3) Trustees for a term of one year as provided in the Bylaws. Provided, however, that until the Class B membership shall cease and be converted to Class A membership, Declarant shall have the exclusive right to elect the Board. The rights, duties and functions of the Board of Trustees may be exercised by Declarant until the date the Articles are filed with the State of Utah, after which the initial Board of Trustees named in the Articles shall serve until the date of the first meeting of the Association. The Board of Trustees shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Declaration, the Articles and Bylaws, including, but not limited to, the following:

11.3.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project.

11.3.2 To operate, maintain, repair, improve and replace the Common Areas.

11.3.3 To determine and pay the Common Expenses.

11.3.4 To assess and collect the proportionate share of Common Expenses from the Owners.

11.3.5 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

11.3.6 To open bank accounts on behalf of the Association and to designate the signatures therefor.

11.3.7 To purchase, hold, sell, convey, mortgage or lease any one or more Lots in the name of the Association or its designee.

11.3.8 To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Board of Trustees, the Association or the Project in excess of Three Thousand Five Hundred Dollars (\$3,500.00) without prior approval of a majority of Owners.

11.3.9 To obtain insurance for the Association with respect to the Common Areas and other property of the Association, as well as workmen's compensation insurance, if required.

11.3.10 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association or for the operation of the Project, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

11.3.11 To keep adequate books and records.

11.3.12 To establish and collect annual assessments, special assessments and assessments for water.

11.3.13 To do all other acts necessary for the operation and maintenance of the Project and the performance of its duties as agent for the Association, including the maintenance and repair of the Pool Area if necessary to protect or preserve the Project.

11.4 Members of the Board of Trustees, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

11.5 The Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party be reason of the fact that he is or was a member of the Board of Trustees or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board of Trustees shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Owners or the Board of Trustees or otherwise. The indemnification by the Owners as contained herein shall be paid by the Board of Trustees on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

## 12. MAINTENANCE, ALTERATION AND IMPROVEMENT.

12.1 The maintenance, replacement and repair of the Common Areas, and all landscaping, pipes, conduits, ducts, plumbing, wiring and other facilities for the furnishing of any utility or other service for more than one Lot, shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Lot or Dwelling by the maintenance, replacement and repairs of the Common Areas or common utility

services shall be repaired promptly and the cost thereof charged as a Common Expense.

12.2 An Owner shall be responsible to maintain, repair, replace and keep in a clean and sanitary condition, at the Owner's expense, all portions of his or her Lot, except those portions to be maintained, repaired and replaced by the Association. The Board of Trustees is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project.

12.4 The Board of Trustees shall have a reasonable right of entry upon any Lot to effect any emergency or other necessary maintenance and repairs which the Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of that Lot.

### 13. ASSESSMENTS.

13.1 The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association his or her share of: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) assessments for water.

13.2 The annual, special and water assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

13.3 The assessments levied by the Association, other than water assessments, shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project and for the improvement and maintenance of the Common Areas, including landscaping.

13.4 Both annual and special assessments, but not water assessments, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

13.5 Annual assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the first Lot sold by Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon written

demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

13.6 It is anticipated that assessments for water shall be based on charges for use over and above a base amount. Water service to the Project, including the Pool Area and Common Area, will likely be provided by Salt Lake City Corporation in one billing by reading a master meter for the Project and charging for use of water over and above a monthly allotment. Each Lot shall also have a separate water meter.

13.6.1 Monthly use of water shall be first allocated to the Common Area, then to the Pool Area, and finally to the Lot Owners on a pro rata basis. By example only, if the total monthly allotment for the Project is 3,600 gallons per day, and the Common Area and Pool Area use 1,600 gallons per day, the remaining allotment of 2,000 gallons per day shall be divided equally among the four Lots, or 500 gallons per day for each Lot. Under this example, if the Common Area and Pool Area use 3,600 gallons per day in a particular month, then the Lots would have no allotment for that month.

13.6.2 If the amount of water used in the Project exceeds the monthly allotment, each Owner shall pay a water assessment to be calculated by determining the amount of water used by his or her Lot over and above its allotment for that month. If an Owner's monthly use of water exceeds the monthly allotment for his or her Lot, and if such overage results in a bill from Salt Lake City Corporation, the Owner shall be liable for a water assessment in proportion to the overage on his or her Lot measured against all other overages. By example only, assume each Lot has a monthly allocation of 500 gallons per day, and in a particular month, two of the four Lots exceed their monthly allocation: Lot 1 uses 600 gallons per day that month (or 100 gallons per day over its allotment), and Lot 2 uses 700 gallons per day that month (or 200 gallons per day over its allotment). The total overage is 300 gallons per day. The proportion of the overage attributable to Lot 1 is 100 divided by 300, or 33.33%. The proportion of the overage attributable to Lot 2 is 200 divided by 300, or 66.67%. The Owner of Lot 1 would therefore be subject to a water assessment for that month of 33.33% of the overage bill from Salt Lake City Corporation, and the Owner of Lot 2 would be liable for a water assessment for that month of 66.67% of the overage bill from Salt Lake City Corporation.

13.6.3 If the use of water in a particular month by the Common Area and Pool Area exceeds the monthly allotment of water, the Community Pool Association shall be liable for a water assessment equal to its proportionate share of any overage billed by Salt Lake City Corporation.

13.6.4 In the event that water service shall be provided in another manner other than as set forth above, Declarant reserves the right in its sole discretion to amend this Section to more accurately reflect the actual water contract.

13.7 Assessments and any installments thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due.

13.8 The lien for unpaid assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Lot, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. However, the sale and transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

13.9 The lien for nonpayment of any assessment may be enforced by sale or foreclosure of the Owner's interest by the Board of Trustees or the Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Board of Trustees to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

#### 14. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained on the Project, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Declarant, in its sole discretion, reserves the right to prepare written architectural guidelines to be followed by the Board and the architectural control committee. In the event the Board or its designated committee fails to approve or disapprove of such design and location within thirty (30) days after such plans and specifications have been submitted to it, then approval will not be required and this Section will be deemed to have been fully complied with.

#### 15. AMENDMENT.

The covenants and restrictions of this Declaration shall run with the land and bind the land, for a term of twenty (20) years from the date of recordation, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided in this Declaration, including without limitation Section 13.6, and except as

prohibited by law, this Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners who own not less than Ninety Percent (90%) of the Lots, and thereafter by an instrument signed by Owners who own not less than Seventy-Five Percent (75%) of the Lots. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board of Trustees. In such instrument, the Board of Trustees shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

16. NO WAIVER.

The failure of the Owners, the Association, the Board of Trustees or their agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Articles, the Bylaws or any rules and regulations promulgated by the Board of Trustees, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Association, the Board of Trustees or their agents or designees of the payment of any assessment from a Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Association or the Board of Trustees of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Trustees.

17. ENFORCEMENT.

Each Owner shall strictly comply with the provisions of the Declaration, the Articles, the Bylaws, the rules and regulations of the Project and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Trustees or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner.

18. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

19. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

20. LAW CONTROLLING.

This Declaration, the Map, the Articles and the Bylaws shall be construed and controlled by the laws of the State of Utah.

21. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19 day of March, 2007.

WOODED COVE, L.L.C.,  
A Utah Limited Liability Company,  
By and through its Members

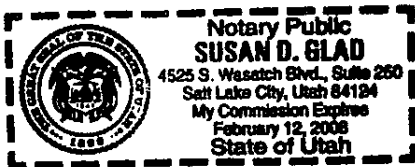
  
RONALD A. FERRIN

  
JUSTIN WILSON

  
MARCUS PINNOCK

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

On the 19 day of March, 2007, personally appeared before me Ronald A. Ferrin, Justin Wilson and Marcus Pinnock, who, being by me duly sworn, did say that they are the Members of Wooded Cove, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.




  
NOTARY PUBLIC



EXHIBIT A

BEGINNING at a point on the south line of 5340 South Street, said point being North 969.26 feet and West 1182.39 feet from the South Quarter Corner of Section 10 (Not Found), Township 2 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearings being South 89°25'40" East 2453.66 feet from an existing centerline monument at the intersection of Walker Lane and Highland Drive and the existing centerline monument at the intersection of Walker Lane and Cottonwood Lane) and running thence along the south line of said 5340 South Street South 55°00'00" 151.66 feet to an existing fence; thence along said existing fence the following two courses: South 30°25'00" West 213.73 feet; thence South 55°01'19" East 116.83 feet to an existing fence; thence along said existing fence South 30°17'37" West 81.03 feet to an existing fence; thence along said existing fence South 55°00'00" East 148.49 feet to an existing fence; thence along said existing fence South 30°25'00" West 211.63 feet; thence West 224.66 feet; thence North 54.44 feet; thence North 53°57'58" West 36.92 feet to a Rushton/Knight Washer and Nail; thence North 25°37'32" West 137.94 feet to a 'MAG' Nail found in headwall marking the point of beginning of a boundary line agreement recorded as entry number 2097844 Book 2354 Page 282; thence along said boundary line agreement North 46°05'00" West 84.06 feet to a rebar and cap set by S. Rathbun #186290; thence North 31°48'55" East 508.40 feet to said south line of 5340 South Street; thence along said south line South 55°00'00" East 26.04 feet to the POINT OF BEGINNING.

PARCEL NO. 22-10-355-028

BYLAWS FOR  
KEUFFEL PUD POOL ASSOCIATION

ARTICLE I  
REGISTERED AGENT AND INITIAL CONTROL PERIOD

1. Office and Registered Agent. The initial Registered Agent shall be Ronald A. Ferrin, 5288 Havenwood Lane, Salt Lake City, Utah 84117.

2. Initial Control Period. The "initial control period" will end upon the occurrence of the earliest of the following events: (a) the date on which the 4<sup>th</sup> pool membership is sold; (b) 90 days after the date of the issuance of a permanent certificate of occupancy for the swimming pool; or (c) execution by Registered Agent of a written "Notice of Waiver of Initial Control Period".

ARTICLE II  
ASSOCIATION

1. Composition. The Association is comprised of all persons who have purchased a membership (the "Members").

2. Membership. Pool membership may only be held or used by: qualified persons owning or occupying a home within the adjoining Keuffel PUD; the Members of the Declarant of Keuffel PUD; or other persons designated by Declarant in accordance with the Declaration.

3. Place of Meeting. 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 Trustees from time to time and stated in the notice of meeting.

4. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail to each Member at his last known address, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notice may be given by facsimile transmission or e-mail provided an acknowledgement of receipt of such notice is received by the Association.

5. Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he is in full compliance with all of the terms, covenants, and conditions of the Articles, Bylaws and Rules, and shall have fully paid his share of the Common Expenses, all Assessments and related costs.

6. Proxies. A Member's vote may be cast by a written proxy duly executed by the Member. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Member attends the meeting in person, (b) it is revoked in writing and written notice of the

revocation is provided to the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Only individual Members or the legal representative of an institutional Member may be a proxy holder.

7. Quorum Voting. Those Members present, either in person or by proxy, at a meeting of the Association shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, the vote of the Members representing a majority of the members of the Association present either in person or by proxy shall be necessary and sufficient to decide any question brought before the meeting. If the Declaration requires a fixed percentage of Members to approve any act or transaction, however, that percentage shall be required.

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

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. election of Board of Trustees and Members, if applicable;
- f. unfinished business; and
- g. new business.

9. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

10. Members Meetings. The Association shall meet at least one time each year.

### ARTICLE III BOARD OF TRUSTEES

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Trustees consisting of three (3) Members, each of whom must be either an individual Member or the legal representative of an institutional Member of the Association in good standing. The Board of Trustees shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Board of Trustees shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Trustees may delegate its authority to a managing member. Subject to any limitations or provisions contained in the Declaration, the Board of Trustees (or its managing member) shall be responsible for at least the following:

- a. Preparation of an annual budget;
- b. Allocating the common expenses;

- c. Collecting the assessments;
- d. Providing for the operation, care, upkeep, replacement, maintenance, and regulation of the community pool and all recreational amenities;
- e. Designating, hiring, and dismissing the personnel necessary to operate and maintain the pool and recreational amenities;
- f. Adopting and enforcing the rules and regulations;
- g. Establishing bank accounts;
- h. Enforcing by legal means the Articles, Bylaws and Rules;
- i. Obtaining insurance;
- j. Keeping books and records;
- k. Providing all necessary public utility services;
- l. Establishing and collecting user fees;
- m. Selling and transferring memberships; and
- n. Doing such other things and acts necessary to accomplish the foregoing.

2. Election and Term of Office of the Board of Trustees. The term of office of membership on the Board of Trustees shall be two years; provided, however, at the first election, one Member shall be elected for one year and the other two Members shall be elected for two years. Thereafter all Members shall be elected for a two year term. At the expiration of the member's term, a successor shall be elected.

3. First Meeting. The first meeting of the members of the Board of Trustees shall be held as soon after the annual meeting of the Association as is reasonably possible.

4. Regular Meetings. Regular meetings of the Board of Trustees shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board of Trustees.

5. Special Meetings. Special meetings of the Board of Trustees may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Trustees shall be valid for any and all purposes.

6. Waiver of Notice. Before or at any meeting of the Board of Trustees, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Trustees shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

7. Quorum. At all meetings of the Board of Trustees, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board of Trustees members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

8. Vacancies. Vacancies in the Board of Trustees caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board of Trustees at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Trustees; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

9. Removal of Trustees. A member of the Board of Trustees may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Members shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Trustees member who misses twenty-five percent (25%) or more of the Board of Trustees meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Board of Trustees.

10. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees and the Secretary shall keep a Minute Book of the Board of Trustees recording therein all resolutions adopted by the Board of Trustees and a record of all transactions and proceedings occurring at such meetings. Meetings may be held in person, on the telephone, or electronically.

11. Report of Board of Trustees. The Board of Trustees shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

12. Officers and Agents. The Board of Trustees shall elect and/or appoint officers and agents of the Association, including without limitation a President, Vice-President(s), Secretary, and Treasurer, each of whom must be a Member of the Association in good standing.

13. Board of Trustees. The Board of Trustees shall meet at regular intervals and at least two times each year.

14. Status and General Authority of Board of Trustees. Any instrument executed by the Board of Trustees that recites facts which, if true, would establish the Board of Trustees' power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its Board of Trustees name or the name of the designated Managing Member. The Board of Trustees (or designated Managing Member) shall have, and is hereby granted, the following authority and powers:

a. Access. The right, power and authority to have access to the pool, recreational amenities and all corporate property.

b. Grant Easements. The authority to grant nonexclusive easements.

c. Execute Documents. The authority to execute, deliver and record documents.

d. Standing. The power to sue and be sued.

e. Enter Into Contracts. The authority to enter into contracts which in any way concern the corporation.

f. Borrow Money and Pledge Collateral. The power and authority to borrow money and pledge collateral so long as it has been approved by at least seventy-five percent (75%) of the Association Members.

g. Promulgate Rules. The authority to adopt, interpret, enforce, amend, modify and repeal pool rules, house rules, and administrative rules, which shall be binding upon all members.

h. Meetings. The authority to conduct and adopt rules of decorum and procedures for meetings.

i. Delegation of Authority. The authority to delegate its responsibilities over the management and control of the recreational amenities and pool to a professional manager or management company. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The

Board of Trustees may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. Provided, however, any management contract may be terminated for cause on thirty (30) days notice.

j. Fine. The authority to fine, sanction or enjoin Members for material violations of the Articles, Bylaws or Rules, including by way of illustration but not limitation the right to suspend the privilege to vote or use the pool or other recreational amenities.

k. All other Acts. The authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board of Trustees to perform its functions on behalf of the Members.

15. Lists of Members. The Secretary shall maintain up to date lists of the name, address, phone number and email address of all members of the Association.

16. Open Meeting Policy. All Board of Trustees meetings shall be open to all voting members, but attendees other than members of the Board of Trustees may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

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

18. Executive Session. The Board of Trustees, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

#### ARTICLE IV OFFICERS

1. Designation. The principal officers of the Association shall be a President, Vice-President(s), Secretary and Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint assistant secretaries and such other officers as in its judgment may be necessary. The President, Vice-President(s), Secretary and Treasurer must be members of the Board of Trustees. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of each Board of Trustees immediately following the annual meeting of the Association and shall hold office at the pleasure of the Board of Trustees. Any vacancy in an office shall be filled by the Board of Trustees at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Trustees may be removed at any time by the affirmative vote of a majority of the Board of Trustees, and his successor may be elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Trustees; he shall have general and active management of the business of the Board of Trustees and shall see that all orders and resolutions of the Board of Trustees are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a corporation organized under the laws of the State of Utah.

5. Vice President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Trustees or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint a member of the Board of Trustees to do so on an interim basis.

6. Secretary. The secretary shall attend all meetings of the Board of Trustees and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for Board of Trustees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board of Trustees and shall perform such other duties as may be prescribed by the Board of Trustees. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Trustees including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Trustees. He shall disburse funds as ordered by the Board of Trustees, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Trustees, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.



ARTICLE V  
MAINTENANCE

1. Maintenance. The Board of Trustees shall maintain the pool and recreation amenities in a usable, clean, functional, safe, sanitary, attractive and good condition, and make major repairs and replacements of capital assets as necessary and appropriate.

ARTICLE VI  
COMMON EXPENSES

1. Common Expenses. Each Member shall pay his share of the Common Expenses and his Assessments.

2. Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating and regulating the Pool and recreational amenities, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Members and residents, including the maintenance of any real and personal property owned by the Association, all as may be more specifically authorized from time to time by the Board of Trustees.

3. Creation of Assessments. Since the Assessments shall pay for the common expenses of the Association, as shall be determined by the Board of Trustees from time to time, each Member, by purchasing a membership covenants and agrees to pay to the Association in a timely manner his share of the common expenses and all Assessments charged him by the Board of Trustees.

4. Budget. At least thirty (30) days prior to the Annual meeting of the Association, the Board of Trustees shall prepare and deliver to the Members a proposed Budget which:

a. Itemization. Shall set forth an itemization of the anticipated Common Expenses for the swim season, approximately Memorial Day to Labor Day each calendar year.

b. Basis. Shall be based upon advance estimates of cash requirements by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Pool and recreational amenities, and regulation of the Association, which estimate shall include but is not limited to expenses of management, water, grounds maintenance, taxes and special assessments, premiums for all insurance which the Board of Trustees is required or permitted to maintain, common lighting and heating, trash collection, sewer service charges, carpeting, painting, repairs and replacements of common elements, wages, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Members.

5. Apportionment. The common profits, losses and voting rights of the Project shall be distributed among and the common expenses shall be charged equally to the Members.

6. Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual meeting of the Association by a vote of at least a majority of the members. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Board of Trustees fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Common Area Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

7. Personal Obligation of Owner. Each Member is personally obligated to pay his share of the common expenses and all Assessments charged him by the Board of Trustees.

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

9. Reserve Account. The Board of Trustees shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.

10. Capital Asset Report. The Board of Trustees shall establish and update at least annually a Reserve Account and Capital Asset Report which shall include an aging analysis of each capital asset and detail of funds in reserve to pay for its repair or replacement.

11. Statement of Assessments Due. Upon written request, the Board of Trustees shall furnish to any Member a statement of Assessments due, if any, on his Membership. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

12. Suspension of Right to Use Amenities for Non-Payment. At the discretion of the Board of Trustees, the right to use any amenities in the Project may be suspended for up to ninety (90) days if the Member is in arrears on his obligation to pay Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

13. Suspension of Right to Vote for Non-Payment. At the discretion of the Board of Trustees, the right of an Member to vote on issues concerning the Association may be suspended for up to ninety (90) days if the Member is delinquent in the payment of his Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

14. Special Assessments. The Board of Trustees may levy special assessments in any year to pay for budget or reserve account shortfalls, unforeseen expenses or major repairs.

## ARTICLE VII COLLECTIONS

1. Collection of Assessments. Payments are due in advance within thirty (30) days of billing. Payments not received within ten (10) days of due date are considered late.

a. Delinquent Assessments. Any Assessment not paid when due shall be deemed delinquent and the account in default.

b. Late Fees and Accruing Interest. AAA late fee of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on all tardy payments. Default interest at the rate of one percent (1.5%) per month or eighteen percent (18%) per annum shall accrue on all delinquent accounts.

c. Lien. If any Member fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Member in the Association, prior to all other liens and encumbrances, except: (1) tax and special assessment liens on the Membership in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Member recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

d. Foreclosure of Lien as Article 9 Security Interest. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Member's interest therein by the Board of Trustees. The sale or foreclosure shall be conducted in the same manner as foreclosures of Article 9 security interests in accordance with Utah law; provided, however, no such foreclosure shall occur until after thirty (30) days written notice of default has been sent to the defaulting party and he or she has been given an opportunity to cure. In any foreclosure or sale, the Member shall pay the costs and expenses of such proceedings, including but not limited to reasonable attorneys fees. The Board of Trustees may bid for the Membership at foreclosure or other sale and hold, lease, mortgage, or convey the same.

e. Personal Obligation. Each Member, by acceptance of a pool membership, vests in the Association the right and power to bring all actions against him or her personally in Salt Lake County, Utah for the collection of the debt whether or not the lien is foreclosed.

f. No Waiver. No Member may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of the Pool or recreational amenities or the abandonment of his Membership.

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

#### ARTICLE VIII LIABILITY OF MEMBERS OF BOARD OF TRUSTEES

1. Liability of Board of Trustees. The Association shall indemnify every officer and member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board of Trustees in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be a party by reason of being or having been an officer or member of the Board of Trustees. The officers and members of the Board of Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board of Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board of Trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board of Trustees, or former officer or member of the Board of Trustees, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

#### ARTICLE IX INSURANCE

1. Insurance. The Board of Trustees shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, insurance on the Pool and recreational amenities satisfying at least the following requirements:

a. Property Insurance. Blanket property insurance using the standard "Special" or "All Risk" building form. Loss adjustment shall be based upon replacement cost. Additional coverage may be added by the Board of Trustees as it deems necessary in its best judgment and in its sole discretion.

b. Liability Insurance. A public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the

Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

c. Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

d. Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board of Trustees to cover all non-compensated officers as well as all employees for theft of Association funds.

#### ARTICLE X FISCAL YEAR

1. The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Trustees should it be deemed advisable or in the best interests of the Association.

#### ARTICLE XI AMENDMENT TO BYLAWS

1. Amendments. These Bylaws may be amended unilaterally by the Declarant, Wooded Cove, LLC, until the end of the "Initial Control Period." Thereafter, the Bylaws may be amended either (a) by the affirmative vote of a majority of the members of the Association or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association; provided, however, all of the written consents must be obtained within a sixty (60) day period. Provided, further, that no amendment to these Bylaws shall be contrary to, nor shall they supercede or replace, any of the provisions of the Declaration of Keuffel PUD.

#### ARTICLE XII NOTICE

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

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XIII .  
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

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

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

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

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

5. Subject to Declaration. These Bylaws shall be subject to and shall conform with the provisions of the Declaration of Keuffel PUD. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control and take precedence.

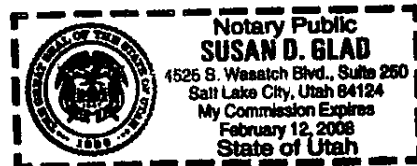
ADOPTED BY THE DECLARANT, ACTING AS THE BOARD OF TRUSTEES, this  
19 day of March, 2007.

WOODED COVE, LLC, A Utah Limited Liability Company,  
By and through its Members and Manager

  
RONALD A. FERRIN

  
JUSTIN WILSON

  
MARCUS PINNOCK



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*Susan D Glad 3-19-2007*