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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDED
DECLARATION

OF

COVENANTS, CONDITIONS &
RESTRICTIONS

WHISPERING OAKS
OWNERS ASSOCIATION

OCTOBER 2019

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS

WHISPERING OAKS OWNERS ASSOCIATION

This Amended Declaration of Covenants, Conditions & Restrictions for the Whispering Oaks Owners Association ("Amended Declaration"), is made and executed by and between the owners of lots in the subdivision known as Whispering Oaks P.R.U.D. ("Whispering Oaks") on the date shown below after being voted on and approved by the owners of lots in accordance with the governing documents of Whispering Oaks. The Owners of Lots within Whispering Oaks shall collectively be referred to hereinafter as the "Lot Owners" and the Whispering Oaks Owners Association, a Utah nonprofit corporation, shall herein be referred to as the "Association".

RECITALS

- A. Whispering Oaks Owners Association was created upon the recording of the "Declaration of Covenants, Conditions and Restrictions for Whispering Oaks" ("Enabling Declaration") on November 14, 1984, as Entry No. 926426, in Book 1457, beginning on page 1089, in the Office of the Weber County Recorder, along with the accompanying plat map.
- B. The Enabling Declaration has been amended twice, on October 31, 1996 (Entry No. 1438182) and on April 18, 2013, (Entry No. 2630625) as shown on the records in the Office of the Weber County Recorder. These amendments together with the Enabling Declaration shall collectively be referred to herein as the "Governing Documents." Some of the Governing Documents were inadvertently not recorded against some of the Lots in Whispering Oaks. This Amended Declaration corrects that oversight.
- C. Each Lot Owner holds a fee title interest in their respective Lot as more particularly described in Exhibit "A", attached, which interest includes the Common Area and Limited Common Area owned by the Association as shown on the Plat Maps for Whispering Oaks, recorded in the office of the County Recorder for Weber County, State of Utah.
- D. Whispering Oaks PRUD consists of 24 separate Lots, plus the Association's Common Areas, as shown on the plans and drawings set forth in the Plat Maps.
- E. The words defined in the Definitions set forth in Article I of the Enabling Declaration shall have the same meaning when used herein unless the context clearly indicates otherwise.

NOW, THEREFORE, to accomplish the Owners' objectives, this Amended Declaration is hereby adopted. It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Amended Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall

be binding on and be for the benefit of the Association and all Lot Owners, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above Recitals are hereby approved and accepted as being accurate and shall constitute part of this Amended Declaration.

ARTICLE I LIMITATIONS ON RENTALS

- 1.1 **No Short Terms Rental Permitted.** No home or Lot within Whispering Oaks may be rented or leased to any group, entity or individual for less than twelve consecutive (12) months. No short-term, BnB, Airbnb, or overnight type rentals are permitted.
- 1.2 **No Leasing Individual Rooms.** No daily or weekly rentals shall be permitted, nor may an Owner or tenant lease individual rooms to separate persons or lease less than the entire Lot.
- 1.3 **Violation.** Any Owner who violates the restrictions set forth in this Article shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amended Declaration. If Whispering Oaks retains legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amended Declaration.

ARTICLE II SOLAR PANELS

- 2.1 **Definition.** As used herein the term "Solar Panel" shall mean a panel designed to absorb the sun's rays as a source of energy for generating electricity or heating.
- 2.2 **Installation Conditions.** Owners of Lots within Whispering Oaks may install Solar Panels within the subdivision only when they comply with the requirements in this Amended Declaration and receive prior written approval from the Association's Board of Directors ("Board"). The installation of Solar Panels must comply with the following requirements:
 - a. The installation of Solar Panels constitutes an exterior modification that impacts the appearance of the Residential Units within Whispering Oaks. Accordingly, plans and specifications showing the nature, kind, height, materials, color, specific location and the licensed installer of proposed Solar Panels must first be submitted to and approved in writing by the Board before any Solar Panel installation work commences.
 - b. Solar Panels may only be installed on the roof of a Residential Unit.

- c. Solar Panels installed on the roof of a Residential Unit may not extend beyond the roof line of the Residential Unit.
 - d. When Solar Panels are installed on a roof they must be installed on a part of the roof that is not visible from the street that fronts the Lot upon which the Solar Panels are being installed.
 - e. Any Solar Panels, as well as any supporting brackets or visible piping or wiring, must be black in color (or, upon written approval from the Board, must match the color or shade of the existing shingles).
 - f. The Owner desiring to install Solar Panels must obtain all applicable governmental permits prior to the start of any Solar Panel installation.
 - g. Solar Panels must be installed in accordance with applicable building codes and city ordinances.
 - h. As required by Utah law (Utah Administrative Code R156-55a-301), Solar Panels must be installed by a Utah licensed "solar photovoltaic contractor" who is currently certified by the North American Board of Certified Energy Practitioners (NABCEP) or comparable certification entity.
 - i. Solar Panels must be properly maintained, repaired, and replaced at the Owner's sole expense.
 - j. If at any time a Solar Panel on a Residential Unit ceases to function, is damaged, or is broken or disfigured, the Residential Unit Owner shall promptly replace the Solar Panel or remove it from the roof, repair any damage to the roof and restore the roof to its original appearance.
- 2.3 **Review Costs.** The Board may require any Owner who desires to install Solar Panels on a Lot to pay any reasonable costs or expenses incurred by the Association to review an application to install the Solar Panels.
- 2.4 **Solar Energy System's Production and Cost.** If an Owner desires to install Solar Panels, but discovers that any of the restrictions contained in paragraphs 2.2(b) or 2.2(d) of this Amended Declaration would decrease the Solar Panel's energy production by 5% or more, or increases the cost to install the Solar Panels by 5% or more, the Owner who desires to install the Solar Panels shall submit a written request to the Board indicating that the Owner desires to install Solar Panels, and identifying which restriction would decreased the Solar Panels production or increased the installation cost by more than 5%. The Board will then work with the Owner to modify the restriction in a way that will not decrease the Solar Panel's production or increase the installation cost by more than 5%. Under no Condition

will an Owner be permitted to mount Solar Panels on the ground if the Solar Panels will be visible from the street that fronts the Lot on which the Solar Panels are being installed.

- 2.5 **Responsibility and Enforcement.** Any subsequent owner of a Residential Unit upon which Solar Panels have been installed shall be responsible for any violation of the requirements found in this Amended Declaration. Furthermore, if the Association deems it reasonably necessary to obtain legal counsel to enforce the provisions of this Article II of this Amended Declaration against any Owner, that Owner shall be required to reimburse the Association for its reasonable legal costs and attorney fees.

ARTICLE III TRANSFER FEE

- 3.1 **Transfer Fee.** There is hereby authorized the assessment of a Transfer Fee against any and all Lots within Whispering Oaks as set forth herein. Upon the transfer of any Lot within Whispering Oaks, the purchaser or transferee shall pay to the Association a transfer fee dedicated to benefitting the common area within the Project. The transfer fee shall be in the amount of \$350.00 and shall be contributed to the Association's reserve fund for association common expenses. The address for the Association is:

Whispering Oaks Owners Ass'n
PO Box 150035
Ogden, UT 84415

- 3.2 **Binding on Lots.** This Transfer Fee is intended to run with the land and to bind any successors in interest and assigns to the current Lot Owners. The Transfer Fee shall have a duration of fifty (50) years. The purpose of the Transfer Fee is to cover Association common expenses and to maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and Limited Common Area that the association is required to maintain. Additionally, the purpose of the Transfer Fee is to cover Association expenses in providing organizational and governing documents to new owners and transferring accounts and maintaining records in connection with new Lot Owners. The Transfer Fee is needed to benefit all Lot Owners within Whispering Oaks.

ARTICLE IV USE RESTRICTIONS

- 4.1 **Activities in the Common Area.** The following activities, including any recreational equipment used in connection with these activities, are prohibited in the Association's Common Area, Limited Common, and in the front area and driveway on any Lot:
- a. Skateboarding and skateboarding ramps; soccer and soccer goals; basketball goals; the placement of athletic equipment or any portable equipment used in connection with outdoor recreational activities or devices used for sporting activities.

- b. No recreational equipment shall be attached to a Residential Unit.
- c. No playground equipment or structure, including but not limited to play structures or buildings, may be erected or placed in the Common Area or Limited Common Area without the express written consent of the Board of Directors, which consent shall only be provided when consistent with activities authorized in the Governing Documents.

4.2 General Use Restrictions.

- a. No fireworks of any type or kind may be used or set off within Whispering Oaks.
- b. No recreational vehicles, including but not limited to boats, campers, RVs and trailers, shall be maintained, stored or parked within Whispering Oaks unless fully enclosed within a garage. However, temporary parking of such vehicles not to exceed 48 hours in any thirty-day period shall be permitted for the purpose of loading and unloading recreational vehicles.
- c. Lot Owners and residents may not place or store any items outside their Residential Unit and within the view of the street, including on the side of their Residential Unit, that are unsightly, disorganized, have the general appearance of clutter or junk, or that are not functional and regularly used by the Lot Owner. The Association has determined that clutter and junk are an eyesore and depreciate the quality of life, appearance and the reputation of the Association, and are a health hazard and have the potential to attract rodents.
- d. Patios and porches shall be clean and orderly and free from clutter and debris.
- e. Garbage cans shall not be stored on driveways or on the street and must be screened from view from the street except on the evening prior to garbage pick up and the day garbage is picked up.

**ARTICLE V
DUE DATE / LATE FEES**

- 5.1 **Assessment Due Date.** All Assessments, both Regular and Special, shall be paid no later than the 10th day of the month the Assessment is due. All payments from Lot Owners shall be applied to the Lot Owner's account in the following order: (1) accrued interest, (2) late fees, (3) legal fees and costs, and (4) unpaid assessments.
- 5.2 **Late Fees.** Any Assessment not paid by the 10th day of month it is due shall incur a late fee in the amount of \$50 for each month the payment remains unpaid.

- 5.3 **Interest on Past Due Accounts.** Any payment not paid by the date due shall incur interest at the rate of 18% per annum. Interest shall also be assessed against unpaid late fees. Interest shall be compounded monthly on all unpaid Assessments, late fees and interest. If the Association takes legal action to collect any unpaid amount due herein and a judgment is obtained, interest shall continue to accrue on the judgment at the rate of 18% per annum until paid in full.

**ARTICLE VI
ADOPTION OF BYLAWS**

- 6.1 **Bylaws.** The Association has been using, following and distributing Association bylaws for many years. However, those bylaws have never been recorded at Weber County as required by Section 57-8a-216 of the Utah Community Association Act. The bylaws attached hereto as Exhibit "B" are the bylaws in use by the Association and are hereby adopted as the bylaws for the Association.

**ARTICLE VII
DRIVEWAYS / LIMITED COMMON AREA / MAINTENANCE**

- 7.1 **Repeal of Articles 2.02 and 3.06.** Articles 2.02 and 3.06 of the Enabling Declaration are hereby repealed and replaced with the following replacement Articles 2.02 and 3.06.

2.02 Division Into Lots, Limited Common Area and Common Area. The Project consists of 24 lots, each consisting of a fee simple interest in a portion of the real property comprising the Parcel as said portion is defined as set forth in the Plat. The driveway serving as access to a Lot and Residential Unit from the adjacent street, and the sidewalk from the Lot's driveway to the Residential Unit, constitute Limited Common Areas for the exclusive use and benefit of the Owner or Owners of the Lot or Lots served thereby. All portions of the Project not designated as Lots or Limited Common Areas shall constitute the Common Area, owned by the Association for the benefit of all Owners in accordance with the provisions of the Enabling Declaration and the amendments thereto.

3.06 Limited Common Area Maintenance, Repair and Replacement. The Association shall be responsible to remove snow from the Limited Common Areas (driveways and sidewalks serving a Lot and Residential Unit). Lot Owners shall be responsible to maintain the Limited Common Area serving their Residential Unit in a state of good repair, and to be free of refuse, rubbish and other inappropriate materials of any kind. Lots Owners are responsible to repair any damage to the Limited Common Area serving their Lot and to pay all expenses associated therewith, including but not limited to the replacement expenses associated with replacing the concrete driveways and sidewalks serving their Lot. Should a Lot Owner fail to maintain, repair or replace the Limited Common Area serving their Lot so as to keep the Limited Common Area in a state of good repair as required herein,

the Board, after due notice to the Lot Owner (in the form of a letter) and allowing a reasonable time of not less than sixty (60) days to correct the condition, may thereafter assess the Lot Owner a fine of \$100.00 for each thirty (30) day period the defect or repair remains unresolved, plus an amount equal to the estimated cost of the maintenance, repair or replacement expense, plus an additional 15% surcharge as compensation to the Association for the service performed by the Association, and, upon payment of the assessment by the Lot Owner (or upon collection by legal means if necessary), the Association shall proceed to perform the repair or replacement set forth in the notice to the Lot Owner. Any assessment made under this section shall be subject to all the lien and collection powers of the Association as set forth in the Enabling Declaration, including the collection of attorney fees by the Association.

- 7.2 **Sidewalks abutting Street.** The sidewalks abutting the roadways within Whispering Oaks are part of the Association’s Common Areas and shall be maintained, repaired and replaced by the Association.

**ARTICLE VIII
ALL LOTS SUBJECT TO GOVERNING DOCUMENTS**

- 8.1 **Ratification.** Due to the relatively high number of phases created during the development of Whispering Oaks, some of the Lots within Whispering Oaks inadvertently failed to have all the Governing Documents recorded against them. The recording of this Amended Declaration ratifies the desire of the Association’s member to have all Lots subject to the same set of Governing Documents, and by recording this Amended Declaration, all Lots are hereby subject to this Amended Declaration and the Governing Documents as defined above.

**ARTICLE IX
MISCELLANEOUS**

- 9.1 **Repeal.** All provisions in the Enabling Declaration and any of the amendments to the Enabling Declaration, or any portions thereof that are not consistent with the provisions set forth in this Amended Declaration, shall be interpreted and construed so as to consistent herewith, and as necessary, those portions of any prior governing documents that are inconsistent with the provisions of this Amended Declaration shall be considered repealed and replaced by the provisions set forth herein if not otherwise expressly repealed hereby.
- 9.2 **Severability.** If any provision of this Amended Declaration is determined to be invalid, the remaining provisions hereof shall remain in full force and effect and shall not be affected thereby.
- 9.3 **Effective Date.** This Restated Declaration shall take effect upon recordation in the office of the Weber County Recorder.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that Owners holding not less than two-thirds (67%) of the undivided interests in the Common Areas of the Association have voted and approved of this Amended Declaration.

IN WITNESS WHEREOF this 21 day of ~~October~~ ^{November}, 2019.

Whispering Oaks Owners Association, Inc.

By [Signature]
President

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On the 21 day of ~~October~~ ^{November}, 2019, personally appeared before me Caran McCrady who by me being duly sworn, did say that (s)he is the President of Whispering Oaks Owners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledged to me that (s)he executed the same.



Cindi Lamph
NOTARY PUBLIC

EXHIBIT "A"

**Whispering Oaks P.R.U.D
Legal Description**

All of Lot 1, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-292-0001)

All of Lot 4, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-292-0002)

All of Lot 27, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-292-0003)

All of Lot 7, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-293-0001)

All of Lot 8, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-293-0002)

All of Lot 9, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-293-0003)

All of Lot 10, Whispering Oaks A PRUD, Ogden City, Weber County, Utah. (07-293-0004)

All of Lot 11, Amended Whispering Oaks A PRUD, Ogden City, Weber County, Utah.
(07-293-0005)

All of Lot 21, Whispering Oaks, Phase 3, A P.R.U.D., Ogden City, Weber County, Utah.
(07-315-0001)

All of Lot 5, Whispering Oaks, Phase 4, A P.R.U.D., Ogden City, Weber County, Utah.
(07-314-0001)

All of Lot 15, Whispering Oaks, Phase 4, A P.R.U.D., Ogden City, Weber County, Utah.
(07-314-0002)

All of Lot 16, Whispering Oaks, Phase 4, A P.R.U.D., Ogden City, Weber County, Utah.
(07-314-0003)

All of Lot 12, Whispering Oaks, Phase 5, A P.R.U.D., Ogden City, Weber County, Utah.
(07-317-0001)

All of Lot 20, Whispering Oaks, Phase 5, A P.R.U.D., Ogden City, Weber County, Utah.
(07-317-0002)

All of Lot 25, Whispering Oaks, Phase 5, A P.R.U.D., Ogden City, Weber County, Utah.
(07-317-0003)

All of Lot 3, Whispering Oaks, Phase 6, A PRUD, Ogden City, Weber County, Utah. (07-345-0001)

All of Lot 14, Whispering Oaks, Phase 7, A PRUD, Ogden City, Weber County, Utah.
(07-358-0001)

All of Lot 2, Whispering Oaks, Phase 8, Ogden City, Weber County, Utah. (07-374-0001)

All of Lot 22, Whispering Oaks P.R.U.D., Phase 10, Ogden City, Weber County, Utah.
(07-458-0001)

All of Lot 28, Whispering Oaks P.R.U.D., Phase 10, Ogden City, Weber County, Utah.
(07-458-0002)

All of Lot 23, Whispering Oaks Phase 11, A PRUD, Ogden City, Weber County, Utah.
(07-554-0001)

All of Lot 26, Whispering Oaks Phase 11, A PRUD, Ogden City, Weber County, Utah.
(07-554-0002)

All of Lot 13, Amended Whispering Oaks Phase 2, A PRUD, Ogden City, Weber County, Utah.
(07-298-0001)

PART OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A MOST WESTERLY CORNER OF LOT 20, WHISPERING OAKS, PHASE 5, A PLANNED RESIDENTIAL UNIT DEVELOPMENT IN OGDEN CITY, WEBER COUNTY, UTAH; BEING 1398.29 FEET NORTH 89D57' EAST; AND 745.77 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; AND RUNNING THENCE SOUTH 37D40' EAST 94.47 FEET ALONG SAID BOUNDARY OF PHASE 5 TO THE NORTHERLY LINE OF A PRIVATE ROAD; THENCE ALONG SAID NORTHERLY LINE OF ROAD THE FOLLOWING FOUR (4) COURSES: SOUTHWESTERLY ALONG THE ARC OF A 226.13 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 69.95 FEET (CENTRAL ANGLE EQUALS 17D43'29" AND LONG CHORD BEARS SOUTH 35D59'07" WEST 69.68 FEET) TO A POINT OF REVERSE CURVATURE; SOUTHWESTERLY ALONG THE ARC OF A 278.12 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 72.00 FEET (CENTRAL ANGLE EQUALS 14D49'57" AND LONG CHORD BEARS SOUTH 34D32'22" WEST 71.80 FEET) TO A POINT OF COMPOUND CURVATURE; SOUTHWESTERLY ALONG THE ARC OF A 15.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.79 FEET (CENTRAL ANGLE EQUALS 87D57' AND LONG CHORD BEARS SOUTH 85D55'51" WEST 21.53 FEET) TO A POINT OF TANGENCY; AND NORTH 50D05'38" WEST 65.45 FEET TO THE EASTERLY BOUNDARY OF THE CUL-DE-SAC AT THE END OF IL WACO DRIVE; THENCE NORTH 33D41'38" EAST 53.52 FEET; THENCE NORTH 34D04'30" EAST 74.91 FEET; THENCE NORTH 28D57'27" EAST 49.44 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND TO BE KNOWN IN THE FUTURE AS WHISPERING OAKS PHASE 9, A PLANNED RESIDENTIAL UNIT DEVELOPMENT (BUILDABLE LOT 17 AND COMMON AREA). (07-012-0023)

EXHIBIT "B"

BYLAWS

**BYLAWS
OF
WHISPERING OAKS OWNERS ASSOCIATION, INC.**

A Utah nonprofit corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Trustees of Whispering Oaks Owners Association, Inc., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

Name and Principal Office

- 1.1 **Name.** The name of the nonprofit corporation is Whispering Oaks Owners Association, Inc., hereinafter referred to as the "Association".
- 1.2 **Offices.** The principal office of the Association shall be at 1711 Whispering Oaks Drive, P.O. Box 150035, Ogden, UT 84415.
- 1.03 **Purpose.** The Association is organized as a nonprofit corporation and shall be operated in accordance with the Utah Revised Nonprofit Corporation Act and shall be operated exclusively for the purpose of maintaining, operating and governing Whispering Oaks, a Planned Residential Unit Development, hereinafter referred to as the "Project". The Project is established in accordance with the Declaration of Covenants, Conditions and Restrictions for "Whispering Oaks, a Planned Residential Unit Development and the plat for Whispering Oaks, a Planned Residential Unit Development as the same have or will be recorded in the official records of Weber County, State of Utah.

ARTICLE II

Definitions

- 2.01 **Definitions.** Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration of Covenants, Conditions and Restrictions for Whispering Oaks, a Planned Residential Unit Development, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaw

ARTICLE III

Members

- 3.0 1 **Members.** All Owners, as the term is defined in the Declaration, of Lots within the Project shall be Members of the Association and shall therefore be entitled to all of the rights and privileges granted to Members in the Declaration, the Articles of Incorporation of this Association, these Bylaws and applicable provisions of Utah law.

- 3.2 **Members of Record.** Upon becoming an Owner of a Lot in the Project, each Owner shall promptly furnish to the Association a conforming copy of the fully executed deed or purchase contract which creates an ownership interest in such Owner in such Lot. Said copy shall be maintained in the records of the Association. The Association shall maintain a Register of Owners which shall be kept current and shall be used for all purposes as the official record of the Members 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 Trustees may designate a record date which shall not be more than ninety (90) nor less than thirty (30) days prior to the meeting for determination of the official Members of the Association. 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 official records of the County Recorder of Weber County, State of Utah on such record date as the Owner of record of a Lot 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.
- 3.3 **Annual Meeting.** The annual meeting of Members shall be held in September of each year during regular business hours for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members. The first annual meeting of the Association shall be held not later than one (1) year following the date on which legal title to the first Lot has been conveyed.
- 3.4 **Special Meetings.** Special meetings of members for any purpose or purposes whatsoever, may be called at any time by the Board of Trustees upon either the vote of a majority of the Board of Trustees or receipt by the Board of Trustees of a written request signed by the members representing five percent (5%) or more of the total voting power of all Members under the Declaration. No special meeting may be held or called prior to the organization meeting. Except in special cases where other express provision is made by statute, these Bylaws or the Declaration, notice of such special meetings shall be given in the same manner as for annual meetings and may be given by any person or persons entitled to call such meeting. Notices of any special meetings shall specify in addition to the place, day, and hour of such meeting, the general nature of the business to be transacted (and no other business may be transacted). If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, the Vice President, or the Secretary/Treasurer of the Association. The officer receiving the request shall cause notice to be promptly given of the date for such meeting, which date shall be not less than thirty (30) nor more than ninety (90) days following the receipt of the request. If the notice is not given within thirty (30) days after receipt of the request, the person(s) requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing, or affecting the time when a meeting of Members may be held when the meeting is called by

action of the Board of Trustees.

- 3.5 **Place of Meetings.** Meetings of the Members shall be held at a suitable location in Weber County, State of Utah that is readily accessible at a reasonable cost to the largest possible number of Members. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.
- 3.6 **Notice of Meetings.** The Board of Trustees shall cause written or printed notices of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than ninety (90) nor less than thirty (30) 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 United States mail addressed to the Member at his last 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, the mailing address of the Member's Lot shall be deemed to be his registered address for purposes of notice hereunder.
- 3.7 **Quorum.** At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than forty percent (40%) 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 later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business. In the event that less than one-third (1/3) of the total voting power of the Association is in attendance, in person or by proxy, at a meeting of the Members, only those matters, the general nature of which was given in the notice of the meeting, may be voted upon by the Members.
- 3.8 **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 thereunto 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 thereunto 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.
- 3.9 **Votes.** With respect to each matter (except the election of Trustees) 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 or Lots of such Member as set forth in the Declaration. 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. At each election of Trustees, each Member entitled to vote at such election shall have the right to accumulate his votes by giving one candidate as many votes as shall equal the number of Trustees to be elected multiplied by the number of votes relating to his membership or by distributing such votes on the same principle among any number of candidates. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the vote relating to their joint membership.

- 3.10 **Informal Action by Members.** Any action, other than the election of Trustees, that is required or permitted to be taken at a meeting of the Members may be taken without a meeting and without prior notice if: (a) a written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Member to return the ballot to the Association; (b) the total number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action; (c) the number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot; and (d) the written ballot distributed to Members of the Association affords an opportunity for the the member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Members shall be cast in accordance with the choice specified.
- 3.11 **Waiver of irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, validity of credentials and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

ARTICLE IV Board of Trustees

- 4.1 **General Powers.** The property, affairs and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws or by the Declaration vested solely in the Members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or to a person or persons such of its duties, responsibilities, functions and powers as are properly delegable.
- 4.2 **Number, Tenure and Qualifications.** The number of Trustees of the Association shall be three (3). The initial Board of Trustees specified in the Articles of Incorporation shall serve until the first annual meeting of Members. At the first annual meeting of the Members, the Members shall elect, in accordance with the principles of cumulative voting, three (3) Trustees to serve as follows: The one (1) candidate receiving the highest number of votes shall be elected to serve for a term of three (3) years; the one (1) candidate receiving the

second highest number of votes shall be elected to serve for a term of two (2) years; and the one (1) candidate receiving the third highest number of votes shall be elected to serve for a term of one (1) year. At each annual meeting thereafter the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, must be Members of the Association. From and after the first election of the Trustees by the Members, at least one of the Members of the Trustees shall be elected solely by the votes of the Members, which election of Trustees shall be subject to the following special election procedures:

- (a) Notice of the meeting at which Trustees are to be elected shall set forth the number of Trustees to be elected by Members and shall call for nominations. Any Member entitled to vote at the meeting pursuant to the provisions of these Bylaws shall be eligible as a candidate for the position of Trustee. Nomination shall be made as set forth in Section 4.12.
- (b) Members shall elect the number of Trustees specified in the notice of the meeting pursuant to these special election procedures by secret ballot prior to the conduct of the regular election of remaining Trustees by all Members. The remaining Trustees shall then be elected pursuant to the regular election procedures established in these Bylaws.

4.3 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place, within the State of Utah, for the holding of additional regular meetings. Notice of the time and place of any additional regular meetings shall be given to each Trustee in writing not less than thirty (30) days prior to the meeting. Written notice need not be given, however, to any Trustee who has signed a waiver of notice or a written consent to the holding of the meeting.

4.4 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within the State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least fifteen (15) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of a meeting.

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

- 4.6 **Compensation.** No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.
- 4.7 **Resignation and Removal.** A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. The entire Board of Trustees or any individual Trustee may be removed from office, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose. A Trustee who has been elected to office solely by the vote of members may be removed from office prior to the expiration of his term of office only by the affirmative vote of two-thirds (2/3) of the total votes of the Association residing in Members.
- 4.8 **Vacancies and Newly Created Trusteeships.** If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or disqualification of a Trustee, or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.
- 4.9 **Informal Action by Trustees.** Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.
- 4.10 **Open Meetings.** Regular and special meetings of the Board of Trustees shall be open to all Members of the Association provided, however, that Members who are not on the Board of Trustees may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Trustees. The Board of Trustees may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.
- 4.11 **Minutes of Meetings.** A copy of the written minutes of any meeting of the Board of Trustees shall be prepared and made available to each Member of the Association within sixty (60) days after the adjournment of such meeting.
- 4.12 **Nominating Committee.** The President of the Association shall appoint a committee to select qualified candidates for election to the Board at least ninety-five (95) days before the date of the election, and the Secretary shall forward to each Member, with the Notice of meeting required by Section 3.06, a list of candidates nominated. Members representing

fifteen percent (15%) of the membership may nominate candidates to be a Trustee at any time before the one hundred twentieth (120th) day preceding such election. On timely receipt of a petition signed by the required number of Members, the Secretary shall cause the names of the candidates named on it to be placed on the ballot along with those candidates named by the Nominating Committee. At the meeting to elect Trustees, any Member present at the meeting, in person or by proxy, may place names in nomination. Failure to follow the procedure outlined herein shall not invalidate the election, voting or nomination process.

ARTICLE V Officers

- 5.1 **Number.** The officers of the Association shall be a President, a Vice President, a Secretary/Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees. Each such officer shall be a Member of the Association.
- 5.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be chosen by the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any other regular or any special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen or qualified, until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Anyone person may hold any two or more of such offices, except that the offices of the President, Vice President and Secretary/Treasurer shall each be held by separate individual Members. No person holding two or more offices shall act or execute any instrument in the capacity of more than one office. The President shall be and remain a Trustee of the Association during the entire term of office. No other officer need to be a Trustee.
- 5.3 **Subordinate Officers.** The Board of Trustees 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 Trustees may from time to time determine. The Board of Trustees may 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 Trustees of the Association.
- 5.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President or to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause upon a majority vote of the Trustees present at a duly convened meeting called for that purpose.
- 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

Trustees at any regular or special meeting.

- 5.6 **The President.** The President shall preside at meetings of the Board of Trustees and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and duties that the Board of Trustees may require.
- 5.7 **The Vice President.** The Vice President shall act in the place and stead of the President in the event the President's absence or inability to act and shall do and perform such other duties as the Board of Trustees may require.
- 5.8 **The Secretary/Treasurer.** The Secretary/Treasurer 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 Trustees may require. The Secretary/Treasurer shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees, when requested by the President to do so. The Secretary/Treasurer shall do and perform such other duties as the Board of Trustees may require.

ARTICLE VI Committees

- 6.1 **Designation of Committees.** The Board of Trustees may from time to time by resolution designate such 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 two (2) Trustees. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.
- 6.2 **Proceedings of Committees.** Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places, within the State of Utah, and at such time 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 Trustees.
- 6.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee 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 Trustees hereunder shall act only as a committee and the individual members thereof shall have no powers as such.

- 6.4 **Resignation and Removal.** Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, to the Board of Trustees, or to 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 Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.
- 6.5 **Vacancies.** If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filing of such vacancy, continue the then total authorized membership of the committee and, provided that two or more members are remaining, may constitute to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII Indemnification

- 7.1 **Specific Indemnification.** The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association or any person who may have served at the request of the Association as a trustee, director or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Trustee, director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or gross misconduct in the performance of duty.
- 7.2 **General Information.** In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and officers, all former Trustees and officers of the Association, and all persons who may have served at the request of the Association, as a Trustee, director or officer of another corporation or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its officers and its Trustees shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the Members, and vote of disinterested Trustees or otherwise.
- 7.03 **Insurance.** The Association may purchase and maintain, with funds from the Common Expense Fund referred to in the Declaration, insurance on behalf of any person who was or is a Trustee or officer of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity arising out of his status as such, whether or not the Association

would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified or adopted.

ARTICLE VIII
Fiscal Year and Seal

- 8.1 **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January each year and end on the immediately following 31st day of December, except that the first fiscal year shall begin on the date of incorporation and end on the immediately following 31st day of December.
- 8.2 **Seal.** The Board of Trustees may by resolution provided a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal".

ARTICLE IX
Rules and Regulations

- 9.01 **Rules and Regulations.** The Board of Trustees may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, including without limitation Common Areas and Common Facilities within the Project, to the extent that such Rules and Regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation or the Declaration. The Members shall be provided with copies of all such Rules and Regulations adopted by the Board of Trustees and with copies of all amendments and revisions thereof.

ARTICLE X
Assessments

- 10.1 **Assessments.** Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration. Members shall be personally liable to the Association for payment of such assessments, together with interest thereon, and costs of collection as provided in the Declaration.
- 10.2 **No Liability.** Members of the Association shall not be individually or personally liable for debts or obligations of the Association.

ARTICLE XI
Reports and Corporate Records

- 11.1 **Maintenance and Inspection of Corporate Records.** The accounting books, records and minutes of proceedings of the Members, the Board of Trustees and any committee(s) of the Board of Trustees shall be kept at such place or places designated by the Board of Trustees or, in the absence of such designation, at the principal office of the Association. The minutes shall be kept in written or typed form and the accounting books and minutes shall be kept either in written or typed form or in any other form capable of being converted into written,

typed or printed form. The minutes and accounting books and records shall be open to inspection on the written demand of any Member, at any reasonable time during usual business hours, for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney who has been authorized in writing by a Member to make such inspection and shall include the right to copy and make extracts. The Board of Trustees shall establish reasonable rules with respect to: (a) Notice to be given to the custodian of records by the Member desiring to make the inspection; (b) Hours and days of the week when such an inspection may be made; and (c) Payment of the cost of reproducing copies of documents requested by a Member. Each Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

11.2 Annual Report to Members. The Association shall provide to the Trustees and make available to the Members the financial reports referred to in the Declaration as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed to the Trustees and Members not less than thirty (30) days before the beginning of each fiscal year.
- (b) An annual report shall be distributed to the Trustees and made available to the Members within one hundred twenty (120) days after the end of each fiscal year, consisting of the following: (i) a balance sheet as of the last day of the fiscal year; (ii) an operating (income) statement for such fiscal Year; (iii) a statement of net changes in financial position for the Association during the fiscal year; (iv) a statement of any transaction or transactions during the previous fiscal year involving more than \$5,000.00, individually or in the aggregate, in which any Trustee or officer of the Association had a direct or indirect material financial interest; and (v) a list of the names, mailing addresses and telephone numbers of the current members of the Board of Trustees and officers of the Association.

11.3 Roster of Members. The Association shall compile annually a roster of the names and addresses of the Members. Upon written request of a Member, the Association shall furnish such Member with a copy of the roster and may charge the Member a reasonable fee therefore. The roster is a corporate asset. Without the prior written consent of the Board of Trustees, the roster or any part thereof may not be used by a person for any purpose unrelated to a Member's interest as a Member. Without limiting the generality of the foregoing, without the prior written consent of the Board of Trustees, the roster or any part thereof may not be: (1) Used to solicit money or property unless such money or property will be used solely to solicit the vote of the Members in an election to be held by the Association; or (2) Used for any purpose which the user does not reasonably and in good faith believe will benefit the Association; or (3) Used for any commercial purpose or purpose in competition with the Association; or (4) Sold to or purchased by any person. Any person who violates the provisions of this section shall be liable for any damage such violation causes the Association and shall account for and pay to the Association any profit derived as a result of said violation. In addition, a court, in its discretion, may award exemplary damages for a

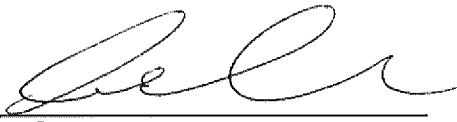
fraudulent or malicious violation of this section. Nothing in this section shall be construed to limit the right of the Association to obtain injunctive relief necessary to restrain misuse of the roster. In any action or proceeding under this section, a court may award the Association reasonable costs and expenses, including reasonable attorneys fees in connection with such action or proceedings.

**ARTICLE XII
Amendments**

12.01 **Amendments.** Except as otherwise provided in these Bylaws, in the Articles of Incorporation, in the Declaration or in accordance with law, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the votes cast with respect to such matter either at an annual or special meeting of the Members at which a quorum is present, if the proposed amendment, alteration, repeal or new Bylaw is set forth in the notice of such meeting.

IN WITNESS WHEREOF, the undersigned hereby certifies and declares that these Bylaws of the WHISPERING OAKS OWNERS ASSOCIATION, INC., were duly presented to and adopted by the Members of WHISPERING OAKS OWNERS ASSOCIATION, INC. and that the undersigned, being duly authorized by the Association, hereby execute these Bylaws, to be effective on the date of recording.

WHISPERING OAKS OWNERS ASSOCIATION, INC.,
A Utah nonprofit corporation

By: 
Its: President