

BY-LAWS OF WHISPERING PINES PROPERTY OWNERS ASSOCIATION

A Utah Non-Profit Corporation

I. IDENTITY

These are the by-laws of Whispering Pines Property Owners Association, duly made and provided for in accordance with the Act. Any term used herein, which is defined in the Declaration to which the by-laws are appended, shall have the meaning ascribed therein.

II. APPLICATION

All present and future owners, tenants, or any other persons who might use the facilities of Whispering Pines Property Owners Association in any manner are subject to the regulations set forth in these by-laws. The mere acquisition or rental of any of the lots or parts thereof, or the mere act of occupancy or use of any of said lots or parts thereof or the common areas and facilities will signify that these by-laws are accepted, ratified, and will be complied with by said persons.

III. ADMINISTRATION OF WHISPERING PINES

1. Place of Meetings. Meetings of the Association shall be held at such place within the State of Utah as the Board of Directors may specify in the notice, except as herein otherwise specified.
2. Annual Meetings. The annual meeting shall be held on the first Saturday in June of each year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board of Directors may by resolution fix the date of the annual meeting on such date or at such other place as the Board of Directors may deem appropriate.
3. Special Meetings. Special meetings of the Association may be called at anytime by the Board of Directors or by property owners who collectively hold at least ten (10) percent of the total vote. Such meeting shall be held at Whispering Pines or other such place in Sanpete County as the persons calling the Special Meeting may specify and the notice thereof shall state the date, time, place, and matters to be considered.
4. Notices. Electronic, written or printed notice stating the agenda, place, day and hour of all meetings of the Association and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting to each property owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. If notice is done electronically, notice shall be deemed to be delivered when sent.
5. Quorum. At any meeting of the Association for which proper notice has been given, the owners present in person or by proxy shall constitute a quorum for any and all purposes stated in the agenda to the meeting, or in the case of a Special Meeting the purpose or purposes of the Special Meeting, except where express provisions of these by-laws or the Declaration require vote of more than fifty percent of the Association, in which event a quorum shall be the percentage of interest required for such vote.
6. Voting. At any meeting, the vote of owners representing more than fifty percent of those present at the meeting, either in person or represented by proxy, shall decide any question on the agenda or purpose of the Special Meeting, unless by

express provision of the declaration or these by-laws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, blank forms will be provided by the Board of Directors. Proxies must be delivered to the secretary at least 120 hours prior to the scheduled time of the annual meeting. Proxies for Special Meetings must be delivered to the Secretary at least 48 hours prior to the scheduled time of the special meeting.

7. Waivers of Notice. Any owner may at any time waive any notice required to be given under these by-laws, or by statute or otherwise. The presence of an owner in person at any meeting of the owners shall be deemed such waiver.

8. Voting Rights- All lots will be assessed dues and all lots owners shall have one vote per lot. (Articles of Incorporation, Section III.2.b) Voting rights may be suspended if a lot is under corrective action for violation(s) of the Bylaws and/or RRCs (Declaration).

IV. BOARD OF DIRECTORS

1. Purpose of Powers. The business and property of Whispering Pines Property Owners Association shall be managed and governed by the Board of Directors in accordance with the Revised Utah Non-Profit Corporation Act or current equivalent.

The Board of Directors shall have, and is hereby granted, the following authority and powers:

- a. The authority to execute and record, on behalf of all lot owners, any amendment to the declaration or exhibits herein, which has been approved by the vote or consent necessary to authorize such amendment.
 - b. The authority to enter into contracts, which in any way concerns the WPPOA, so long as any vote or consent of the lot owners necessitated by the subject matter of the agreement, has been obtained.
 - c. The authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.
 - d. The authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
 - e. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the owners.
 - f. The authority to perform any other acts and enter into any other transactions, which may be reasonably necessary for the Board of Directors to perform its functions as agent for the owners.
 - g. The authority to enter into contracts, covenants, charters, or a special water use district, in order to assure that the requirements of the Utah State Board of Health are met in relationship to the use of water, and to assure compliance with all other applicable state or local regulations related thereto.
2. Election. The Board of Directors shall be elected by a majority vote of the membership for three (3) year terms on a rotating basis. Request for nominations shall be sent to property owners, by means electronic or standard mail, no later than April 1st along with notification of the Annual Meeting. Nomination letters returned to the Secretary/Treasurer must be postmarked or electronically mailed no later than April 25. Ballots must be mailed out as soon as possible after May 1st, but in any event no later than May 10. Ballots will be so designed as to ensure anonymity and will be mailed to the official address of the Association.

The Board of Directors shall be composed of not more than nine members and not less than three members. At the date of recordation of these Bylaws the Board consists of 6 persons. The size of the Board may be increased or decreased as a

result of a vote at annual or special meeting so long as the intent to hold said vote is specified in the agenda to the annual or special meeting. Only lot owners, officers, and agents of owners shall be eligible for Board membership.

3. Vacancies. Vacancies on the Board of Directors shall be filled by an individual appointed by the Board until the next annual meeting, at which time the membership will elect a person to complete the remainder of the term.
4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after the adjournment of each annual meeting of the owners. Regular meetings, other than the annual meeting, may be held at regular intervals at such places and at such times as either the president of the Board of Directors or any two other members may from time to time designate.
5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the president, or by two or more members. By unanimous consent of the Board of Directors, special meetings may be held without call or notice at any time or place.
6. Quorum. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the members of the Board of Directors then in office.
7. Compensation. Members of the Board of Directors as such, shall not receive any stated salary or compensation, unless provided for by a majority vote of the membership. Provided, that nothing herein contained shall be construed or preclude any member of the Board of Directors from serving Whispering Pines in any other capacity and receiving compensation therefore.
8. Waiver of Notice. Before or at any meeting of the Board of Directors any member thereof 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 of the Board of Directors at any meeting thereof shall be a waiver or notice by him of the time and place thereof.
9. Adjournments. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

V. OFFICERS

1. Designation and Election. The principal officers of the Board of Directors shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an assistant Secretary and an assistant Treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Board of Directors immediately following the annual meeting of the property owners; provided, however, that elections of officers may be held at any other meeting of the Board of Directors.
2. Other Officers. The Board of Directors may appoint such other officers, in addition to the officers herein expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Board of Directors.
3. Removal of Officers and Agents. All officers and agents appointed in accordance with Section V.1. and 2. above shall be subject to removal, with cause, at any time by the affirmative vote of the majority of the then members of the Board of Directors.
4. President. The president shall be the chief executive of the Board of Directors, and shall exercise general supervision over its property and affairs. He/She shall sign on behalf of Whispering Pines all conveyances, mortgages and contracts of material important to its business, and shall do and perform all acts and things, which the Board of Directors have approved and may require. He/She shall preside at all meetings of the property

owners and the Board of Directors. He/She shall have all of the general powers and duties which are vested in the office of the president of the corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he, in his discretion, decides is appropriate to assist in the conduct of the affairs of Whispering Pines.

5. Acting-President - If the president is unable to act, the remaining members of the Board of Directors shall appoint some other Board member to do so on a temporary basis.

6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and of the property owners. He/She shall have charge of the books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to Association. He/She shall be responsible for the deposit of all monies and all other valuable effects in the name and to the credit of the Association, in such financial institutions as may be designated by the Board of Directors.

8. Compensation. No compensation shall be paid to the officers for their services as officers unless provided for by a majority vote of the membership. No remuneration shall be paid to an officer for services performed by him or her for the Board of Directors, in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. The Association President shall be paid \$1000 per year.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the Association shall be kept under the direction of the treasurer and in accordance with generally accepted accounting procedures.

2. Report. At the close of each accounting year March 31, the books and records of the Board of Directors shall be reviewed by a person or firm approved by the property owners at the previous annual meeting. Report of such review shall be prepared and submitted to the property owners as soon as possible after May 1st but no later than May 10th. Provided, however, that a certified audit by a certified public accountant approved by the property owners shall be made if owners representing a majority of the lots determine to require the same.

3. Inspection of Books. All books and records of the Association shall be available at the principal office or other reasonable venue of the Board of Directors and may be inspected by any property owner, or his or her agent or attorney, for any proper purpose by appointment, in accordance with state statutes.

4. Annual Budget and Dues - The Board of Directors shall set annual dues based upon a budget. The proposed budget and dues shall be mailed or made available to the membership via electronic means on April 1st, along with the request for nomination form. (see Elections Section IV.2) **All dues are required by June 30**. In the event lower dues are approved at the annual meeting, the member has the option of a credit on the following year's dues or reimbursement. Details of all financial expenditures will be available for review by the membership at every annual meeting.

5. Transactions involving assets of the WPPOA/Expenditures - shall be approved as follows and are available for review by any member upon request:

- Up to \$500 value - approved in writing by 2 Board members with receipt attached to expenditure form
- Over \$500 value but under \$5000 value - approved in writing by 4 Board members. Where transaction involves an expenditure, two written bids, when available, are required.

- Over \$5000 value - Approval of a majority of the Membership. Where transaction involves an expenditure, three written bids, when available, are required.
- In the event of an emergency situation where the immediate day to day operations of the development are severely infringed upon, the Board acting in a reasonable and prudent manner to alleviate the emergency may do so without regard to voting/financial limits. The Board is to present to members within 30 days of the action taken the cost of said action and an explanation of the circumstances.
- Assessments and Special Assessments - No assessment or special assessment may be placed upon owners without the approval of owners as detailed in the Bylaws or Declaration (RRCs).

6. Finance Committee - the Treasurer may form a committee of three members, approved by a majority of the remaining Board Members, to assist with record keeping and other financial matters as the Board shall determine.

VII. RULES

Property owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all owners.

These by-laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration; by the written majority vote of the membership. All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any member.

IX OPERATION AND MAINTENANCE OF WHISPERING PINES

The Board of Directors shall be responsible for the maintenance, control, operation and management of Whispering Pines in accordance with the Declaration under which Whispering Pines was established and submitted, these by-laws and such rules and regulations as the Association of property owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by Whispering Pines Property Owners Association.

Dated this 15th day of July 2016.

WHISPERING PINES PROPERTY OWNERS ASSOCIATION

By _____ Secretary/Treasurer

WHEN RECORDED, PLEASE RETURN TO:

Whispering Pines Property Owners Association
Attn: Secretary/Treasurer
14050 N 11600 East
Mt. Pleasant, UT 84647

**AMENDED DECLARATION
OF
RESERVATIONS, RESTRICTIONS AND COVENANTS
FOR THE
WHISPERING PINES SUBDIVISION, PHASE 3, SHEET 2**

We, the undersigned owners of a majority of the lots within the Whispering Pines Subdivision, Phase 3, Sheet 2, according to the official plat thereof on file with the Sanpete County (Utah) Recorder [said plat being recorded on 11 August 1986 as Recorded Document #285607], hereby adopt the following "Amended Declaration" as an amendment to those certain covenants and restrictions recorded as Recorded Document #248579 on 6 November 1979, at Book 210 Pages 831 through 852, inclusively, in the official records of the Sanpete County (Utah) Recorder, said restrictions to encumber the said Subdivision [as described herein, including but not limited to our individual lots owned by us and all other lots within the subdivision].

The foregoing amendment and the adoption of these covenants shall not be deemed to be an amendment of the foregoing previously recorded covenants, insofar as such covenants are applicable to and binding upon other areas of the 460 acre Whispering Pines (Phase 3) Subdivision, as such other areas are described in the legal description attached to the said previously recorded covenants and restrictions.

Those other areas contained within the Whispering Pines Subdivision not described within "Phase 3 Sheet 2" shall be and remain unaffected by the amendment of the "covenants" effected herein.

The lots contained within the real estate encumbered by these covenants (and the owners of said lots), in addition to the lots (and the owners of said lots) contained within areas of the Whispering Pines development not affected by the "amendment" herein the Whispering Pines Subdivision development, regardless of where said "common areas" are located (either within or without the area described in Paragraph 1 of this Amended Declaration), according to the same terms and conditions (including the payment of annual assessment fees for such maintenance and/or use), notwithstanding the amendments herein effected.

RECITALS

Whereas, certain covenants and restrictions applicable to the Whispering Pines Subdivision, Phase 3, Sheet 2, and other real estate, were recorded in the official records of the Sanpete County (Utah) Recorder as Recorded Document #248579 on 6 November 1979 at Book 210 Pages 831 through 852, inclusively; and,

Whereas, Paragraph 3.a of said previously recorded covenants provided for the amendment of said covenants; and,

Whereas, the majority of the now record owners of the lots herein identified, as indicated by our signatures below, desire to amend said previously recorded covenants.

1. REAL ESTATE ENCUMBERED BY THESE DECLARATIONS, CONDITIONS AND RESTRICTIONS. The real estate encumbered by these declarations, conditions and restrictions is that certain real estate, included within the previously recorded Whispering Pines Subdivision, Phase 3, Sheet 2 "covenants", as such covenants were recorded against the platted lots contained within "Phase 3, Sheet 2" according to the official plat thereof on file with the Sanpete County (Utah) Recorder, as such real estate is located in Sanpete County (Utah) and more particularly described as follows:

Lots 129 through 251, inclusively, of the Whispering Pines Subdivision, Phase 3, Sheet 2, according to the official plat, thereof on file with the Sanpete County (Utah) Recorder.

It is the intent of Whispering Pines Property Owners Association (the Association) to amend the DECLARATION OF RESERVATION, RESTRICTIONS AND COVENANTS for that portion of the Whispering Pines Subdivision completed to date, (Whispering Pines Subdivision, Phase 3, Sheet 2) and as each future phase of the undeveloped portion of the proposed Whispering Pines project is completed, a new DECLARATION OF RESERVATION, RESTRICTIONS AND COVENANTS will be recorded pertaining to that phase only.

2. NAME OF PROJECT. The name by which this project shall be known is Whispering Pines Subdivision, Phase 3, Sheet 2.

3. SCOPE -These restrictions shall be effective and run with the land, and shall exist and be binding upon all parties and all persons claiming ownership under them.

4. MUTUALITY OF BENEFIT AND OBLIGATION. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision and the development, and are intended to create mutual, equitable servitude development, and are intended to create mutual, equitable servitude upon each of said lots in favor of each and all of the other lots therein, to create reciprocal rights between the respective owners of all said lots, to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective owners.

5. ARCHITECTURAL COMMITTEE. For the purpose of further insuring the development of the lands so platted as an area of high standards, there shall be formed an Architectural Committee which shall have the power to control the buildings, structures and other improvements placed on each lot in accordance with Architectural Committee Guidelines, as well as to make such exceptions to these Reservations and Restrictions as the committee shall deem necessary and proper. The Architectural Committee shall be organized and shall consist of a minimum of three members, each elected for a three-year term of office (or removed) by the vote of a majority of owners voting subject to this Declaration each lot having but one vote for each committee member to be so elected. Any vacancies existing from time to time shall be filled by a vote of the Board of Directors of the Association, until the next regular meeting of the Association. The term of office of any member holding office shall not be deemed to be affected by the execution or recordation of this Amended Declaration.

- a. Whether or not provision therefore is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications

therefore and plot plans have been approved in writing by the committee aforementioned. Each such building, wall, fence or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by the committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. In case of refusal, owner has the right to appeal to the Board of Directors.

- b. There shall be submitted to the committee a building application, together with one complete sets of plans and specifications, for any and all proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot, unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans, showing the locations on the lot of the building or other structures proposed to be constructed, altered, placed or maintained, together with the scheme for roofs and exteriors thereof.
- c. The Committee shall approve or disapprove plans, specifications, and details within thirty days from the receipt thereof.
- d. The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications.
- e. The Architectural Committee may allow reasonable variances and adjustment of these restrictions in order to overcome partial difficulties and prevent unnecessary hardships in the application of the provisions herein, provided, however, that such is done in conformity with the intent, and adjustment will not be materially detrimental or injurious to the other property or improvements in the subdivision

GENERAL RESTRICTIONS AND REQUIREMENTS

6. LAND USE AND IMPROVEMENTS. The real estate and each and every lot described herein shall be used for single family dwellings, and structures customarily incidental to single family dwellings. Clubhouse facilities, parks, playground and other community or recreation centers may be constructed upon said land in the discretion of the Association, and member landowners, as they see fit to so construct in the future. Lot owners and owners of structures therein may lease or rent their units with their appurtenant rights subject to the terms and conditions chosen solely by the owner and his lessee, except that all unit owners, and other occupants or users of such, shall be subject to this declaration, and all rules and regulations established by the Committee and Association. None of the lots shall at any time be divided into more than one building site and no building sites shall be less in area than the smallest lot platted for the development herein.

- a. Set Back Requirements. By this declaration, all lot owners agree to be subject to and comply with any and all applicable zoning ordinances of Sanpete County. In that regard, and to retain desired separation

of buildings on adjacent lots, encouraging opportunity for individual freedom for development of the lots, the following guidelines are set.

b. Dwellings Shall Be Set Back: 30 feet for front yards along a line paralleling the front property line, 30 feet for side yards, along the line paralleling side property lines, 30 feet for rear yards, along a line paralleling the rear yard line, provided that no dwelling shall be constructed nearer than 30 feet from a bordering street.

Provided, that no building may be constructed nearer than 15 feet from an accessory building.

7. GENERAL PROHIBITIONS AND REQUIREMENTS. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the subdivision. The aforementioned Architectural Committee shall adopt such rules and regulations as they deem to be appropriate and in the best interest of the development. All lot owners shall be bound by said rules and regulations, and covenant to abide by the same.

A. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE. In the event an owner of any lot in the subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right to enter thereon said lot and repair and restore the lot and the exterior of any improvements erected thereon. Such right shall not be exercised unless two-thirds of the Board of Directors shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become part of the annual charge to which such lot is subject. The Association shall not be liable for any damage, which may result from any maintenance work performed hereunder.

B..WEEDS. No noxious weeds, as defined by the State of Utah, shall be permitted to grow on any lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any of the aforementioned events occur, the Board of Directors will give the owners a 30-day notice to correct. If at the end of 30-days, the owners have not completed the clean up, the Board of Directors may direct the work to be done at the owners expense, and such entry shall not be deemed as trespass. Any expenses incurred therein shall be a lien against the property of owner payable within 30 days after the owner is billed therefore.

C.. FENCES. No boundary, walls or fences shall be constructed without the prior approval of the aforementioned Architectural Committee.

D. DWELLING SIZE. No permanent dwelling house or dwelling unit having a ground floor living area of less than 900 square feet, and no pre-fabricated or pre-erected dwelling of less than 900 square feet living area, exclusive of open porches and attached garage, if any, shall be erected, permitted or maintained on any of said lots. Prefabricated or pre-erected houses which have exceptional design and planning will be accepted only upon written approval of both the Architectural Committee and the Board of Directors. Permanent dwelling design and construction material shall be pre-approved by the Architectural Committee and be in harmony with a mountain environment (log, log siding, cedar lap siding, stucco, and certain masonry materials). All dwellings shall be set on permanent foundations. This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted.

E. SEPTIC SYSTEMS. No outside toilet or individual water well shall be constructed on any lot. Septic systems shall be allowed on lots subject to compliance with all applicable state and local regulations governing the same. All plumbing fixtures, dishwashers, or toilets shall be connected to an individual septic system as permitted above.

F. CAMPING. Temporary overnight camping will be allowed upon the lots, until such time as a permanent dwelling structure is completed. Overnight camping will be allowed upon the lots. Said camping shall be subject to all reservations, restrictions and covenants, rules, regulations and ordinances, of the Whispering Pines Property Owners Association. All lot owners, and those camping with them, agree and covenant to be bound by said rules and regulations, ordinances, reservations, restrictions and covenants, governing overnight camping.

G.. COMPLETION TIME. Once construction of improvements is started on any lot, the improvements must be substantially completed to such an extent that the improvement appears to be completed from adjacent properties in accordance with plans and specifications, as approved, within twenty four months from commencement, unless prior approval is received.

H. OCCUPANCY. No residence shall be occupied until the same has been substantially completed in accordance with its permits, inspections, plans and specifications and county building inspectors have issued an Occupancy Certificate. A copy of said Occupancy Permit must be presented to the Architectural Committee prior to occupancy.

I. VEHICLES ON PROPERTY. No stripped down, partially wrecked, or junk motor vehicles, or sizeable parts thereof, shall be permitted to be parked on any street in the subdivision, or on any lot.

J. FUEL TANKS AND TRASH CONTAINERS. Every tank for the storage of fuel installed outside any building in the subdivision shall be placed according to the state and federal regulations. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be contained and not visible.

K.. MODEL HOME. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house.

L. OFFENSIVE ACTIVITIES. No obnoxious, offensive or illegal activities shall be carried out on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. In the event that any of the aforementioned events occur, the Board of Directors will give the owners up to a maximum 30-day notice to correct. If at the end of period specified in the notification, the owners have not desisted from the activity in question, the Board of Directors may at their discretion take action resulting in a cessation of the activities in question if two-thirds of the Board of Directors shall have voted in favor of such action. Any entry onto a lot as directed by the Board shall not be deemed as trespass. Any expenses incurred therein shall be a lien against the property of owner payable within 30 days after the owner is billed therefore. See also Section 17 Enforcement

M. OIL OR GAS DRILLING. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot without the prior written approval of the Architectural Committee.

N. COMMERCIAL VEHICLE AND DAMAGED BUILDINGS. No commercial type truck shall be parked for storage overnight or longer, on any lot in the subdivision in such a manner as to be visible to the occupants of the other lots in the subdivision, or the users of any street or waterway within the subdivision, unless the prior written approval of the Architectural Committee has been obtained. Any dwelling or outbuilding on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided however, that in no event shall such debris remain longer than sixty days, without prior approval.

O.VEGETATION REMOVAL. Except for the removal of such vegetation necessary for the "footprint" of the residential structure, no owner shall remove more than 20% of the existing vegetation and trees from any lot without approval of the Architectural Committee, which may allow removal of up to (but not to exceed) 40% of the existing vegetation on a lot (excluding thinning and clearing required to comply with wild fire prevention regulations.)

P. EXISTING GRADES. No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the Architectural committee obtained prior to the commencement of work.

Q. ANIMALS. No owner may bring or maintain **any** animal, other than domesticated dogs, domesticated (household) cats or caged domesticated birds (of a type normally maintained in a residence: for example, parakeet, cockatiels, parrots, etc.), upon the premises. Dogs must be penned or leashed at all times. Not more than two of each species (dog, cat or bird) is allowed. The owner is expected to keep the area clean and free from contamination, which might become a nuisance or offensive to the neighbors. The owner shall control the barking and other noises made by the animal, whether or not such noises are naturally made, so that such does not become offensive to the neighbors or create a nuisance.

R. DECLARATION. In any case in which this declaration requires the vote of a stated percentage of the owners for authorization or approval of a transaction, such requirements may be fully satisfied by obtaining, with or without a meeting, consent in writing to such transaction from at least 51% of lot owners.

S. EASEMENTS. The pre-existing easements of record, arising from the foregoing previously recorded covenants or from the plat itself or from other recorded instrument, and such other easements as may arise by operation of law, shall be continued along, across, over and upon the real estate encumbered by said easement. The easements are described as follows: a ten foot wide easement along all road rights-of-way and rear property lines, and a three foot easement along the side lines of each and every lot in the development, for the purpose of installing, maintaining and operating utility mains thereon, together with the right to trim, cut or remove any trees and/or brush, the right to locate braces and anchors wherever necessary for the said installation, maintenance and operations, together with the right to install, maintain and operate utility mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use does not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building, which will cross over through a common lot line, the same shall not be subject to the aforementioned three foot easement along or upon the contiguous or common lot line, except where utility lines or mains have been platted or installed.

Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

The rules prescribed above for the establishment of setback lines that must be measured from meandered lines may be applied whenever necessary, in defining the location of an easement that is to encumber a strip of land contiguous to a meandered line.

On each lot, the rights-of-way and easement areas reserved by the Board or dedicated to public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings, or other material shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which may damage or interfere with established slope ratios or create erosion or sliding problems. However, where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause

an encroachment on any other lot in the subdivision or development, and upon written approval from the Architectural committee. Improvements within such areas shall also be maintained by the respective lot owner, except for those for which a public authority or utility company is responsible.

The lots in the subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

Whenever two or more contiguous lots in the development shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Architectural committee for permission to so use said lots. If written permission of such a use shall be granted, the lots constituting the

site for such a single dwelling house shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as the lots remain improved with a single dwelling house.

8. PRIVATE PARKS AND RECREATIONAL FACILITIES. All parks, recreational facilities and other amenities within the subdivision are private, and neither the Board's recording of the plat nor any other act of the Board with respect to the plat, shall be construed as a dedication to the public, but rather all such parks, recreational facilities and other amenities shall be for the use and enjoyment of members of Whispering Pines Property Owners Association, to residents of rental properties, other classifications of persons as may be designated by the Board, and to the guests of such members of the Association or other residents of Whispering Pines who qualify for the use and enjoyment of the facilities. The ownership of all recreational facilities within the subdivision belongs to Whispering Pines Property Owners Association.

9. MEMBERSHIP. Every person holding legal or equitable title to any lot in the subdivision becomes a member of the Whispering Pines Property Owners Association, a Utah non-profit Corporation, hereinafter referred to as the "Association", and with such ownership in the subdivision and membership in the Association, he then becomes subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments of the Association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g. mortgages, deeds of trust or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot within the subdivision, he will then be subject to all the requirements and limitations imposed in these restrictions on owners of lots within the subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

10. COMMUNITY WELFARE. The general purpose of the Association is to further and promote the community welfare of property owners.

The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all recreational facilities and other properties within the subdivision as it may from time to time own.

The Association shall have all the powers that are set out in its Articles of Incorporation, and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every member of the Association a uniform annual charge per single family residential lot within the subdivision. The amount of such charge is to be determined by the Board of Directors of the Association based upon the annual budget for the purposes set forth in the Articles of Incorporation.

11. MONETARY MATTERS. (See also Section 17 ENFORCEMENT) All standard charges (membership dues, fees,) are payable annually by the member to the Association on or before the thirtieth (30th) day of June of each year, for the **ensuing** year. The Board of Directors of the Association shall fix the amount of annual charge per lot by the first day of April of each year, and the written notice of the charge so fixed shall be sent to each member with the request for nominations mailed April 1st. Each lot owner shall pay the Association his allocated portion of the cash requirement deemed necessary by the Association to manage and to meet the expenses incident to the running of the Association and upkeep of the development. If any owner shall fail to pay any installment within 30 days of the time when

the same becomes due, the owner shall pay interest thereon at the rate of 18% per annum from the date when such installment becomes due to the date of the payment thereof, together with all costs and expenses, including attorney's fees incurred in any proceedings brought to collect such unpaid expenses. Interest will be charged at the rate of 1.5% per month on the **outstanding principal** only.

Every person who shall become the legal or equitable owner of any lot in the subdivision by any means, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these restrictions. If such payment is not made when due, it shall bear interest from the due date at the rate of 18% per annum. The Association may publish the name of a delinquent

member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, and which lien shall encumber the lot or lots and may be foreclosed in accordance with the laws of the state of Utah.

The fund accumulated as a result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the members of the Association.

The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, shall be superior to any such lien as provided for in these restrictions.

The Board of Directors shall coordinate the usage (and payment of such annual assessments therefore) of those "common areas" within the development by owners of lots within the Whispering Pines "Phase 3" development not within the specific "Sheet 2" areas encumbered by this Declaration.

12. **THIRD PARTY CLEAN UP.** In order to enhance the appearance and orderliness of the subdivision, the Board of Directors hereby reserves the exclusive license to a third party to operate a commercial scavenging service within the subdivision for the purpose of removing garbage, trash and other like household refuse. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

13. **PROJECT MAINTENANCE EXPENSE.** The "annual charge per lot" (see Section 11 Monetary Matter) above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum, as the Board of Directors from time to time shall determine, in its judgment, is to be paid by all the owners then in existence, to enable the Board of Directors to pay all estimated expenses and outlays to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements. This sum may include the cost of management, special assessments, fire casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, and care of the grounds, repairs, and renovations, and any other services which are separately billed or metered to the land as a whole. The Board of Directors may from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. Each assessment and each special assessment shall be separate, distinct and personal to the owner(s) of the lot against which the same is assessed. Suit to recover a money judgment for unpaid expenses may be maintained without foreclosing or waiving the liens securing the same. Unused assessments or special assessments will be returned to property owners if not used for the purpose of the assessment or special assessment after one year. Transfer of unused assessments and special assessments into the Association general fund may be undertaken by the Board of Directors only upon approval of a majority of the membership.

14. **WATER SERVICE.** Every legal or equitable owner of a lot in the subdivision shall pay charges for water service in accordance with rates as provided by the Whispering Pines Water Company. Each lot owner in the subdivision shall be required to connect to the water system, pay all applicable fees and assessments, prior to the completion of the construction and prior to occupancy of the dwelling, and thereafter shall pay for water at consumption rates as set forth in the Whispering Pines Water Company.

15. **INTERPRETATION.** The captions, which precede the Articles and sections of this Declaration, are for convenience only and shall in no way affect the manner in which the provisions hereof are construed. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

16. **APPLICABLE LAW.** This Declaration and the rights and obligations there-under shall be governed by and construed in accordance with the laws of the State of Utah.

17. ENFORCEMENT. The rights and obligations herein described shall be enforceable by and against any owner of record of any lot within the Whispering Pines Subdivision, Phase 3, Sheet 2 development subject to this Declaration. Said enforcement may be at law or in equity and may seek specific performance or damages, or both. Suit to enforce said provisions or recover damages shall be brought in the District Court in and for Sanpete County. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees and cost incurred in such action.

18. AMENDMENT OF COVENANTS. The rights and obligations herein described shall be initially in place for a ten year period immediately following recordation thereof and shall be subject to automatic renewal for successive ten year periods thereafter. This Declaration (and the rights and obligations hereunder) may be amended pursuant to recorded instrument, by the written majority vote of the membership. All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any member.

The execution and recordation of this instrument is intended by us to be binding upon us, our heirs, successors and assigns.

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