

**Amendments to Article VIII of
Woodcove Park Homeowner's Association Articles and By-laws**

Article VIII
Section 1.

I. Board of Directors

- A. The association shall consist of a board of directors, consisting of seven to eleven homeowners in good standing with the association. An ideal distribution of homeowners would represent most, if not all, of the major neighborhoods.
 - 1. Good standing homeowner is defined as a homeowner not behind more than three months in fees.
 - 2. A neighborhood is defined as all the homes on a street, including those adjacent on Woodcove Drive, when they are separated by a park or other physical placement.
 - 3. The Board may function with a quorum of at least five to eight (or 3/4's of the total Board membership) members present at a meeting.

II. Officers of the Board

- A. No officer of the board may hold two executive positions at the same time.
- B. Executives of the board are to be void of any major contractual obligation relating to Woodcove where they might have some major financial interest.
- C. Positions of the Board outlined:
 - 1. **Chairman of the Board**
 - a. Duties shall include planning meetings, convening the board, and acting as chair at meetings.
 - b. The chairman of the board shall also supervise other Executives as to their assigned duties.
 - c. Chairman of the board shall have power to co-sign checks, leases, mortgages, liens, deeds, and promissory notes.
 - 2. **Parks Manager**
 - a. Duties to oversee the maintenance and manage all contracts relating to maintenance of the Woodcove parks (common areas).

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- b. Under direction of two-thirds of the board the manager may take action and/or supervise any and all employees who are contracted to work in the common areas.
- c. Contracted work in the common areas includes:
 - (1) Lawn maintenance.
 - (2) Fertilizer and weed control service.
 - (3) Sprinkler maintenance and repair.
- d. Parks manager will act as vice-chairman and act as Chairman at the request of, or in the absence of, the chairman of the board.
- e. Parks manager shall have power to co-sign checks, leases, mortgages, liens, deeds, and promissory notes.

3. **Secretary**

- a. Duties to record and maintain accurate records of both board meetings and general meetings of Woodcove Home Owner's Association Meetings.
- b. At the request of any Woodcove homeowner, copies of minutes from board meetings and general homeowner meetings will be provided by the secretary at the cost of copy production.
- c. To take and record attendance at meetings, verify/confirm voting membership/rights and determine if a quorum exists as established in the Woodcove Park Homeowners' Association By-laws and Articles of Incorporation.
- d. Secretary shall have the power to co-sign checks, leases, mortgages, liens, deeds, and promissory notes.

4. **Treasurer**

- a. Duties to record and maintain accurate records of all financial transactions (accounts receivable/accounts payable) relating to Woodcove Park Homeowners' Association.
- b. Financial transactions are defined as:
 - (1) *Accounts receivable:*

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- (a) Payment by homeowners of monthly dues.
 - (b) Payment of any additional assessments set forth during the Association's fiscal year.
- (2) *Accounts payable:*
- (a) Lawn maintenance
 - (b) Sprinkler maintenance
 - (c) Fertilizing and weed control services
 - (d) Contracted labor for park maintenance
 - (e) Compensation for other services rendered to the board as defined in the compensation. sections of articles, by-laws and these amendments.
 - (f) Payment for any service/labor agreed upon by at least two-thirds of the board.
- c. To keep and maintain Wood Cove Park Homeowners' Association checking and savings accounts.
 - d. To present a treasurer's report at board meetings, at homeowners' and general meetings reflecting all financial transactions that have occurred since the last meeting.
 - e. To present at the request of any homeowner a copy of the most current and board approved treasurer's report at the cost of its production.
5. **Crime Watch Specialist**
- a. Duties to organize and direct committees of homeowners (neighborhood watch) to watch for and report any criminal activities in and around Woodcove Park.
 - b. The crime watch specialist shall organize an annual meeting to reorganize and inform their homeowners about the current crime situations.
 - c. The crime watch specialist will update the neighborhood of the current crime situation in each newsletter prepared by the association.
6. **Compliance Coordinator**

- a. Duties to, under direction of the board, coordinate and regulate the by-laws of the Woodcove Park Homeowners' Association and West Jordan City Ordinances as they relate to nuisance, noise, animal regulation and violations of ordinances.
- b. Shall oversee any proposals for repair, maintenance, improvements and construction of physical structures in the common areas excluding the sprinkler system.
- c. Will work with the treasurer to ensure payment of homeowners' monthly dues and additional assessments.

7. **Information Specialist**

- a. Duties to produce and publish newsletters, answering questions from concerned homeowners, and/or passing on those questions to the appropriate board member(s).

III. **Other Committees**

- A. The board has the authority to create sub-committees for special Homeowners' Association projects as deemed necessary by the acting board.
- B. The sub-committees are deemed valid for the term of the acting board and shall be dissolved upon completion of the project.
- C. Any permanent new committee or board position requiring the alteration of these amendments must be voted upon and amended at a general meeting.

IV. **Compensation**

- A. Any compensation for time spent on any board business will be set by a majority of the board, and disclosed at the annual meeting.
- B. Compensation for computer time, time spent generating billing statements/other, shall be set by a majority vote of the Board.
 1. The board will provide computer maintenance fee if:
 - a. The computer used for Woodcove Park Homeowners' Association purposes belongs to a member of the Board
 - b. The board determines the amount of time and use of the machine merits compensation.
 2. The association will cover:
 - a. Payment for paper used in printing.

- b. Payment for printer toner used in Woodcove Park Homeowners' Association printing (based on fair and reasonable standards).
- c. Payment for any computer related item the board deems necessary and that the board believes would exceed regular use.
- d. Payment for any software/hardware/peripheral the board determines is necessary for the fulfillment of association responsibilities.
- e. In all cases of computer maintenance, the board shall determine the extent of fair coverage and compensation for computer related maintenance and must be agreed upon by a majority of the board.

The board will not cover:

- f. Payment for the purchase of any hardware, software or other peripheral necessary for fulfilling the duties of the Woodcove Park Homeowners' Association duties. (Any paid employee of the Woodcove Park Homeowners' Association shall provide their own hardware/peripherals as a contracted professional).
 - g. Payment for the purchase of any computer hardware, software or other peripheral not to be used or owned exclusively for the Woodcove Park Homeowners' Association.
- C. Compensation for time spent by the parks manager in the pursuit of his/her duties shall be set and approved by a majority vote of the board.
 - D. Compensation for time spent by billing person, parks manager, or any other person employed by the current Board of Woodcove Park Homeowners' association, shall in no wise exceed a fair amount, currently set to be based on twice the minimum wage as currently proclaimed by the U.S. Government.
 - E. Compensation shall not be based on the wages earned by the person involved.
 - F. Mileage accrued on board business shall only be compensated for actual mileage in excess of twenty-five miles (cumulative) per month. They shall be compensated at the Federal rate (currently \$.30 per mile).
 - G. In all cases of compensation, a receipt shall be submitted to the treasurer, must be presented, voted and agreed upon by a majority of the Board before any payment is issued or check cut unless prior permission for the service item was given by the majority of the board.

V. Contractual Obligations

- A. Any contracted service performed for the Woodcove Park Homeowners' Association shall be delineated in detail by contractor and submitted in bid form to the board.

- B. Bids shall be submitted in writing.
- C. All work performed for Woodcove Park Homeowners' Association must be on a contractual basis to avoid complications stemming from Federal and State employment regulations.
- D. All contracts shall be paid in cash or check and not with service or material trade unless agreed upon by a majority of the Board.

VI. Resignation and Removal

- A. Any executive may be removed from office with good cause by a majority vote of the board. Any officer may resign at any time giving written notice to the board, the chairman, and the secretary.
- B. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 2

I. Election of Board Members

- A. Board Members shall be elected/re-elected each year at the annual meeting.
- B. Board Members shall serve for a term of one year with no limitations to the amount of terms to serve.

II. Selection Procedure for the election of Board Members

- A. Homeowners will be able to nominate homeowners at large 60 days prior to the annual meeting to participate on the board through a written nomination in the monthly newsletter.
- B. All nominations will be printed 30 days prior to the annual meeting in the monthly newsletter.
- C. Guidelines to nominations:
 1. Individuals may nominate themselves.
 2. Nominated individuals may refuse nomination to the board.
- D. After nominations are complete and at the annual meeting, nominated individuals will be given the opportunity, but are not required, to express why they would like to serve a term on the board.
- E. Eleven representatives will be voted into the board by a majority of the homeowners

present (at least twelve for quorum).

1. If twelve homeowners are not present at the annual meeting, the acting board will continue to function in office until the next annual meeting or until a quorum of twelve or more homeowners can be assembled at a meeting where all members are invited.

- F. At the first meeting of the board, after the elections, the members of the board shall vote to appoint the executives from their number, as enumerated above.

III. **Term**

- A. The board of directors shall be elected to a term of one year.
- B. If a Board member sells his/her home and moves from Woodcove Park, that board member's position may be declared vacant by the board, and a new board member may be appointed by the board from homeowners' at large to fill the vacant position until the next annual association meeting.

IV. **Fiscal Year**

- A. The fiscal year shall begin on the first day of October and end of the last day of September of each calendar year.

V. **Annual Homeowners' Meeting**

- A. The Annual Homeowners' meeting shall be held as soon after the end of the fiscal year as practical.
- B. Homeowners' shall be notified of this meeting no sooner than 60 days before the meeting and no less than 20 days before the meeting.

IN WITNESS WHEREOF, the president and secretary have set our hands this 22 day of May, 1995.

WOODCOVE PARK HOMEOWNERS' ASSOCIATION

BY: _____

President

Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

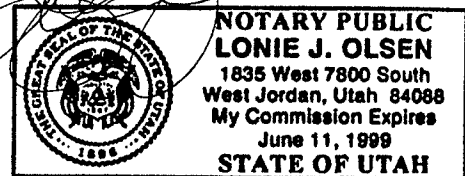
THAT I am the duly elected and acting secretary of the Wood Cove Park Home Owners' Association, a Utah corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Homeowners of Wood Cove Park Homeowners' Association thereof, held on the 13 day of May, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22 day of May, 1995

President

Secretary



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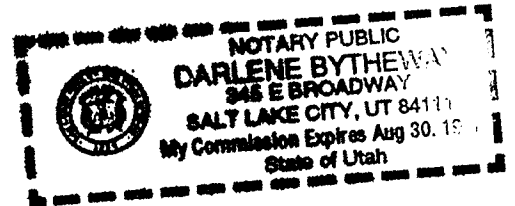
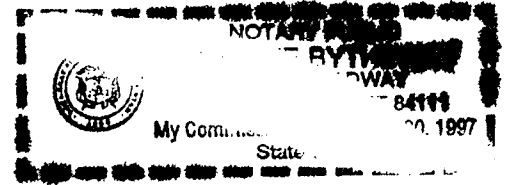
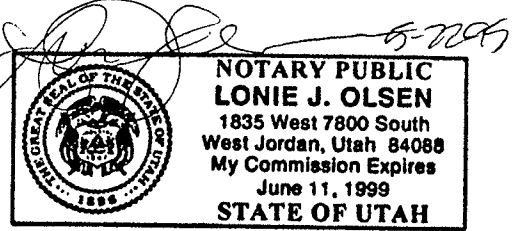
We the undersigned, do hereby certify:

THAT we are the duly elected and acting board members of the Wood Cove Park Homeowners' Association, a Utah non-profit corporation, and,

THAT the foregoing By-laws constitute the amended By-laws of said Association as signed on the following dates:

Name <u>Jeffrey Day</u>	Date <u>5/22/95</u>
Name <u>Patrick McDonald</u>	Date <u>5/22/95</u>
Name <u>Michael W. [unclear]</u>	Date <u>5/22/95</u>
Name <u>Clarence W. Grayson</u>	Date <u>7/9/95</u>
Name <u>Tom Barnard</u>	Date <u>7/9/95</u>
Name <u>Cara Heller</u>	Date <u>7/9/95</u>
Name <u>Sharlene Cooley</u>	Date <u>7/9/95</u>
Name <u>Robert W. Snow</u>	Date <u>7/9/95</u>
Name _____	Date _____
Name _____	Date _____
Name _____	Date _____
Name _____	Date _____

PERSONALLY APPEARED BEFORE ME
JEFFREY DAY, MICHAEL RICE
AND PATRICK McDONALD ON THIS
22ND DAY OF MAY 1995



On this 9th day of July, 1995, personally appeared before me on the said dates, the signers of the foregoing instrument.

Clarence W. Grayson
Tom Barnard
Cara Heller
Sharlene Cooley
Robert W. Snow

Darlene Bytheway
Notary Public

Residing at: Salt Lake City, Utah

My commission expires: August 30, 1997

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We, the undersigned, do hereby certify:

THAT we are the duly elected and acting president and secretary of the Wood Cove Park Home Owners' Association, a Utah non-profit corporation, and,

THAT the foregoing By-Laws constitute the amended By-Laws of said Association as signed on the 6 day of April, 1987.

[Signature]

President

[Signature]

Secretary

On this 6 day of April, 1987, personally appeared before me, [Signature], the signers of the foregoing instrument.

[Signature]

NOTARY PUBLIC

Residing at: [Signature]

My Commission Expires:

9/18/87