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SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
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Smithfield, Utah 84335

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For SUMMIT CREEK PLACE HOMEOWNERS ASSC

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION AMENDED AND RESTATED BYLAWS

Smithfield, Cache County, Utah

Lots 1 – 32, together with the Common Area, as depicted on the Plat entitled “SUMMIT CREEK PLACE,” recorded in the Cache County Recorder’s Office, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 – 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	08-213-0001	17	08-213-0017	CA*	08-213-COMM
2	08-213-0002	18	08-213-0018		
3	08-213-0003	19	08-213-0019		
4	08-213-0004	20	08-213-0020		
5	08-213-0005	21	08-213-0021		
6	08-213-0006	22	08-213-0022		
7	08-213-0007	23	08-213-0023		
8	08-213-0008	24	08-213-0024		
9	08-213-0009	25	08-213-0025		
10	08-213-0010	26	08-213-0026		
11	08-213-0011	27	08-213-0027		
12	08-213-0012	28	08-213-0028		
13	08-213-0013	29	08-213-0029		
14	08-213-0014	30	08-213-0030		
15	08-213-0015	31	08-213-0031		
16	08-213-0016	32	08-213-0032		

* CA = Common Area.

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
AMENDED AND RESTATED BYLAWS
Smithfield, Cache, Utah

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1 RECITALS

- A. WHEREAS, Summit Creek Place is a subdivision located in the City of Smithfield, Cache County, Utah (the "Subdivision"),¹ the legal description of which is set forth in **Exhibit G**; and
- B. WHEREAS, the Subdivision is governed by a homeowners association (the "Association"), which is organized as a Utah nonprofit corporation (the "Corporation"), and is therefore subject to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Act");² and
- C. WHEREAS, the Association is subject to the Utah Community Association Act (the "Act");³ and
- D. WHEREAS, Article J of the Corporation's Articles of Incorporation (the "Articles," **Exhibit H**)⁴ provide that: "The Bylaws of this corporation may be made, altered, rescinded, added to, or new bylaws may be adopted, either by a resolution of the board of Directors or by following the procedure set forth therefore in the bylaws;" and
- E. WHEREAS, the Bylaws of the Corporation at the time of adoption of these Amended and Restated Bylaws (the "2020 Bylaws")⁵ provide that they may be amended by the affirmative vote of at least sixty-six percent (66%) of the Association's Members;⁶ and
- F. WHEREAS, the Act provides that in the event of a conflict between the Articles and the 2020 Bylaws, the Articles shall control;⁷ and
- G. WHEREAS, the Association's Board of Directors (the "Board") has elected, pursuant to the authority granted in the Articles of Incorporation, to amend and restate the Bylaws by resolution; and
- H. NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that, pursuant to Article J of the Articles of Incorporation and as evidenced by this instrument, the Board hereby formally amends and restates the Association's 2020 Bylaws. These Amended and Restated Bylaws supersede and replace all prior versions, shall constitute the Association's current Bylaws, and shall be effective upon recordation in the Cache County Recorder's Office, Utah.

2 DEFINITIONS

For purposes of these Bylaws, the following terms shall have the following meanings.

- A. "**Act**" means the Utah Community Association Act, Utah Code 57-8a-101 *et seq.*, as it may be amended from time to time.
- B. "**Action**" and "**action**" each means an official action taken, decision made, or thing done by the Association or Board. A "**proposed action**" means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members as an action by

¹ A subdivision plat titled "Summit Creek Place" was recorded in the Cache County Recorder's Office, Utah, on September 9, 2019, as Entry No. 1227461.

² Utah Revised Nonprofit Corporation Act (UCA 16-6a-101 *et seq.*).

³ Utah Community Association Act (Utah Code 57-8a-101 *et seq.*); the Association is subject to the Act by operation of UCA 57-8a-102(2).

⁴ The Articles of Incorporation of Summit Creek Place Homeowners' Association were filed with the Utah Division of Corporations on August 1, 2019.

⁵ The Summit Creek Place Homeowner's Association By Laws were recorded in the Cache County Recorder's Office, Utah, on December 18, 2020, as Entry No. 1270353.

⁶ 2020 Bylaws, Art. IX(1)

⁷ Utah Code 57-8a-228(5)

written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.

C. **"Amenities"** means Common Area not generally considered essential for access to a Unit such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities. "Amenities" does not mean Common Areas such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit.

D. **"Articles"** and **"Articles of Incorporation"** each means the Association's articles of incorporation or other organizing documents as they may be amended or restated from time to time and as duly filed with the State.

E. **"Association"** means **SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation**, or the name by which it may be reincorporated from time to time. Further, as the context may require, Association also means the property, Directors, Officers, Managers, or other agents of the Association.

F. **"Attorney-in-Fact"** and **"attorney-in-fact"** each means an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner's estate may act with respect to the deceased Owner's Unit as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents but not for purposes of eligibility requirements.

G. **"Board"** and **"Board of Directors"** each means the entity, regardless of name, with primary authority to manage the affairs of the Association.

H. **"Bylaws"** means these Bylaws of the Association as they may be amended or restated from time to time and as duly recorded in the recorder's office of the County.

I. **"Commercial Unit"** means any Unit constructed upon either Lot 31 or Lot 32, as identified on the Plat.

J. **"Common Area"** means all property within the Project designated as common area in the Plat, the Declaration, or in these Bylaws that the Association owns or maintains for the common use and enjoyment of all Owners. Non-resident Owners may be limited in their use of the Common Area as provided by the Governing Documents or applicable law.

K. **"County"** means **Cache County** in the State of Utah.

L. **"Declaration"** means the Declaration of Covenants, Conditions, and Restrictions of the Association as they may be amended or restated from time to time and as duly recorded in the Recorder's Office of the County.

M. **"Director"** means an individual who is duly elected or appointed as a member of the Board of Directors in accordance with these Bylaws and applicable law.

N. **"Good Standing"** means: (1) free from all past-due assessments, fines, or other amounts owed to the Association; and (2) free from all unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.

O. **"Governing Documents"** means the Declaration, Plat, and Bylaws; the Articles of Incorporation; Resolutions; and Rules.

P. **"Limited Common Area"** means Common Area that, per a Governing Document, is designated for the use and enjoyment of fewer than all of the Units, Owners, or Residents.

- Q. **"Lot"** means any residential or commercial building lot designated on the Plat.
- R. **"Manager"** means any Person engaged by the Board to manage all or part of the Association. The Actions of a Manager shall be considered acts of the Association and the Board.
- S. **"Member"** means the Owner of a Unit or, if multiple Owners then all such Owners taken together, such that there is a single Member per Unit and such that notice given to any one such Owner shall be considered notice given to the Member and all such Owners
- T. **"Minutes"** means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, or action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or, if an action without a meeting, a description of the proposed action; (3) the date, time, and place of the meeting or, if an action without a meeting, events related to the proposed action; (4) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or, if an action without a meeting, involved in the action; and (5) whether a quorum was present at the meeting or, if an action without a meeting, in the action. Once approved, Minutes shall be signed and dated by a Director or Office to verify their approval.
- U. **"Nonprofit Act"** means the Utah Revised Nonprofit Corporation Act, Utah Code 16-6a-101 *et. seq.*, as it may be amended from time to time.
- V. **"Officer"** means an individual who is elected or appointed as an officer of the Association by the Board in accordance with these Bylaws.
- W. **"Owner"** means a Person holding a Present Ownership Interest in a Unit. If a Unit is held in trust, the trustee(s) of the trust shall be considered the Owner(s) in their capacity as trustee(s). *See also* Attorney-in-Fact and Owner Representative.
- X. **"Owner Representative"** means a natural person who is a director, officer, member, manager, or other authorized representative of an Owner that is a legal entity. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner only for purposes of meetings, proxies, voting, eligibility requirements, and service as a Director.
- Y. **"Person"** means a natural person and a corporation, trust, partnership, company, or other legal entity.
- Z. **"Plat"** means the one or more plat or subdivision maps describing the real property within the jurisdiction of the Association as such may be amended or restated from time to time and as duly recorded in the recorder's office of the County.
- AA. **"Present Ownership Interest"** means, with respect to a Unit, (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant shareholder in a cooperative; (4) a life estate; and (5) an interest held by a beneficiary, but not by a trustee or grantor, of a trust in which the Unit is held. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Unit such as held under a mortgage, deed of trust, or like instrument.
- BB. **"Project"** means all phases of development of the Association as described in the Declaration or these Bylaws, or as shown on the Plat, including the Lots, Units, Common Area, Improvements, easements, and any Association-owned personal property intended for use in connection therewith.
- CC. **"Resident"** means an individual who resides in a Unit. Except as prohibited by the Declaration or these Bylaws, such an individual may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other individual who resides within the Project.

DD. **“Resolution”** means a formal written document of the Association in its capacity as a nonprofit corporation that is duly adopted by the Board or its membership. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule, but is void to the extent that it conflicts with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws.

EE. **“Rule”** means an Association rule, regulation, policy, procedure, or similar directive that is duly adopted by the Board pursuant to Article 11 – RULEMAKING PROCEDURES of these Bylaws for purposes of the operation, administration, control, or regulation of the Association. “Rule” does not include any covenant, term, obligation, or provision set forth in the Declaration, the Articles of Incorporation, or these Bylaws, all of which take precedence over and shall govern independently of any Rule. A Resolution shall not be deemed a Rule unless, and only to the extent, it expressly states that it is a Rule under Article 11.

FF. **“State”** means the **State of Utah**.

GG. **“Unit”** means a residential dwelling or commercial unit constructed on a Lot and the Lot itself.

HH. **“Violation”** means an act or condition that is not in compliance with the provisions of the Governing Documents.

3 BINDING NATURE OF BYLAWS

3.1 Covenants that Run with the Land

These Bylaws, and every term, condition, obligation, and provision contained herein, including the Recitals, shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Association, each Owner, and their respective heirs, successors, personal representatives, and assigns. By acceptance of a deed or other conveyance of any Lot or Unit subject to the Declaration, each Owner agrees that these Bylaws and all provisions hereof are appurtenant to and shall run with the title to such Lot or Unit, and shall be enforceable as equitable servitudes and covenants running with the land pursuant to applicable law, including the Act and the Nonprofit Act, as each may be amended from time to time. These Bylaws are intended to touch and concern the land and are recorded to provide notice to all present and future Owners of their binding effect. For clarity, the Recitals to these Bylaws are expressly incorporated herein and reaffirmed as covenants running with the land.

3.2 Bylaws as Subordinate Covenants

These Bylaws are in addition to, and shall be interpreted and applied as subordinate to, and consistent with, the Declaration. In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.

4 CONTINUITY OF CORPORATE EXISTENCE

4.1 Authorization for Reinstatement or Reincorporation

In the event the Corporation’s legal status becomes inactive, is administratively dissolved, or is otherwise terminated without the possibility of reinstatement under the Nonprofit Act, the Board shall, within thirty (30) days of becoming aware of such change in status, take all actions necessary to either: (a) reinstate the Corporation to good standing with the State; or (b) if reinstatement is not possible, reincorporate the Association as a nonprofit corporation pursuant to Section 221 of the Act.

4.2 Authorization for Action by Others

If the Board fails to timely take the actions required under this Article, any Manager or Owner is hereby authorized to do so on behalf of the Association pursuant to Section 221 of the Act. Any such Manager or Owner who, in good faith, undertakes action to reinstate or reincorporate the Association shall be fully indemnified, defended, and held harmless by the Association and its Members from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to such action.

If a duly acting Board exists at the time of reincorporation, it shall be deemed the Board of the successor corporation without further action, regardless of whether it comprises fewer than the total number of Director positions authorized under these Bylaws. If no Board exists at the time of reincorporation, the incorporator(s) of the successor corporation shall, acting as the Board for this limited purpose only, promptly call and hold a special meeting of the Members in accordance with these Bylaws for the sole purpose of electing a new Board of Directors as soon as practicable.

4.3 Waiver of Claims and Right to Dismissal

To the fullest extent permitted by law, each Owner, and every person subject to these Bylaws, hereby irrevocably waives and releases any and all claims, rights, causes of action, or demands, whether at law or in equity, against any such Manager or Owner acting in good faith pursuant to this Article.

If any legal action is brought against such Manager or Owner for actions taken under this Article, and the court finds that the Manager or Owner acted in good faith and in accordance with this Article, the Association and all Members shall be jointly and severally responsible for all attorney fees, court costs, and other expenses incurred in defense of such action, and the action shall be subject to immediate dismissal. Notwithstanding the foregoing, if any provision of these Bylaws or the Declaration permits the allocation or assessment of costs to the Owner(s) initiating such action, the full amount of such attorney fees, court costs, and other expenses may be assessed directly and exclusively against such Owner(s) to the maximum extent permitted by law.

4.4 Successor Corporation and Governance Continuity

In the event a new corporation is formed in the course of such reincorporation, that entity shall be deemed the Corporation's authorized successor in interest. These Bylaws, as they have been or may in the future be duly amended or restated, shall be deemed readopted as the bylaws of the successor corporation without further action required by the Board or the Members. All Lot Owners within the Project shall automatically be deemed Members of the successor corporation to the same extent, and with the same rights, privileges, and obligations, as they held under the original Corporation. All real and personal property owned or held by the Association shall be deemed automatically transferred to and held by the successor corporation, and such successor shall succeed to all rights, obligations, powers, and duties of the Corporation as if originally formed in its place.

4.5 Successor Corporation Terminology

For all purposes under these Bylaws and the other Governing Documents, the successor corporation shall, following such reincorporation, be referred to as the "Corporation."

5 MEETINGS OF MEMBERS

5.1 Annual Meetings of Members

As scheduled by the Board, one annual meeting of Members shall be held during the first quarter of each calendar year at a place and time designated by the Board. The primary purpose of the annual meeting shall be to elect a member of the Board of Directors. The place shall be in the County.

If an annual meeting is not held during the first quarter of a particular year, the Board, or the first group of at least ten percent (10%) of the Members to provide the required notice of a meeting of Members, may schedule the annual meeting to be held as soon as possible thereafter.

5.2 Special Meetings of Members

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. Such a written request shall state the specific purpose for the meeting requested. The Board shall designate the place, time, and purpose of a special meeting. The place shall be in the County.

5.3 Electronic Meetings of Members

To the extent arranged by the Board, some or all Members may participate in an annual or special meeting of Members by, or the meeting may be conducted entirely through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting shall be considered to be present in person at the meeting.

5.4 No Fractional, Cumulative, or Other Unauthorized Voting

In all elections and voting matters conducted by the Association, its membership, Board, or any other entity governed by the Governing Documents, only voting methods expressly authorized in this Declaration shall be permitted. Any form of fractional, cumulative, ranked choice, weighted, or other unauthorized voting method is expressly prohibited. Any votes cast using unauthorized voting methods, or any variation thereof, shall be disregarded in their entirety.

5.5 Meeting Minutes

The Secretary shall take and maintain Minutes of actions taken at all meetings of Members, Board meetings, and actions taken without a meeting. To the extent practicable, at the end of each meeting, those present shall review, correct as needed, and approve the Minutes, then direct the Secretary to sign and date the approved Minutes.

Pursuant to the requirements of Section 1601 of the Nonprofit Act, all Minutes shall be kept in the permanent records of the Association.

5.6 Notice of Meetings of Members

The Association shall provide each Member entitled to vote at a meeting of Members written notice of the place, date, time, and purpose of the meeting no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Members via first-class or registered mail, or provided by electronic means such as email or the Association's website, or provided as otherwise allowed by law.

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by the Members or for which the Members' approval is sought.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall give notice of the specific purpose for the meeting and a description of any matter that a Member intends to raise for Member approval at the meeting.

5.7 Action by Written Ballot

At the discretion of the Board, or upon written request signed by a majority of the Members and provided to the Board, any action that may be taken at a meeting of Members may alternatively be taken without a meeting of Members and without prior notice if the Association delivers a proper written ballot to every Member eligible to vote.

The Secretary shall take and maintain Minutes of actions taken by written ballot without a meeting of Members.

5.7.1 Effect

Any action taken by written ballot has the same effect as if the action was taken at a meeting of Members, and may be described as such in any document.

5.8 Quorum at Meetings of Members

Except as otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person or by proxy at the meeting.

5.9 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing for at least thirty (30) days prior to the date of the meeting of Members or the date the written ballot is postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

5.10 Voting at Meetings of Members

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for such action may be delivered to the Members with written notice of the meeting or at the meeting.

Within no more than ten (10) days of a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members. Notwithstanding failure to timely provide such notice, the action(s) taken shall remain valid.

5.11 Proxy Appointments by Members

Members may vote in person or by proxy in any meeting of Members. Each proxy appointment form used for a meeting of Members, or true and complete copy thereof, shall be retained with the Minutes of the corresponding meeting as part of the Association's permanent records.

5.11.1 Content

With respect to a Member's Unit, a proxy appointment form shall: (1) clearly appoint a named individual who is authorized to vote on behalf of the Member at a meeting of Members; (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed as proxy; (3) the date of the meeting for which the proxy is appointed or other period of time during which the proxy appointment is valid; (4) the day, month, and year the proxy appointment form was signed; (5) the

appointing individual's signature; and (6) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

5.11.2 Receipt

An original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

5.11.3 Validity

Each proxy appointment form, or complete copy thereof, provided to the Association must be timely received by the Association. Any proxy appointment form not timely received by the Association shall not be considered valid and shall not be effective.

Each proxy appointment form returned to the Association shall include all the Required Proxy Content and all of the required Proxy Information. A proxy appointment form received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content and all of the required Proxy Information or if any of the foregoing is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple proxies are appointed for the same Unit, the most recently appointed proxy shall be the only valid appointment. If, in the sole discretion of the Board, the most recently appointed proxy is not clear then all shall be considered invalid. Votes by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making a proxy appointment, the Owner's proxy remains valid unless the Association is notified in writing of such prior to a vote by the proxy.

Duly executed documentation appointing an attorney-in-fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment form.

5.11.4 Revocation

A proxy appointment may be revoked by the appointing Member or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment form that is received by the Association no later than the scheduled date and time of the meeting.

5.12 Conduct at Meetings of Members

All voting, including for Directors, at a meeting of Members shall take place using proper written ballots.

During a meeting of Members, the Board shall provide a reasonable opportunity for Owners to offer comments; the Board may limit such comments to one specific time period during the meeting.

Attendance at meetings of Members is limited to Owners, their proxies, or their attorneys-in-fact, and any Manager or its representative(s). Residents and others that are not Owners may not attend meetings of Members.

The Board may adopt further policies and procedures with regard to conduct at meetings of Members.

5.13 Written Ballots

5.13.1 Content

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against, or as otherwise appropriate, for the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be considered valid and counted; (4) indicate the number of valid returned ballots needed to meet quorum requirements; (5) state the

percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Unit and that if more than one ballot is received by the Association from the Owner(s), proxy(s), or agent(s) for the same Unit then all of the ballots received for that Unit shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members to reach a reasonably informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Unit for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Unit; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; and (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise provided by the Declaration or these Bylaws, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than ninety (90) days, or such other period of time allowed by law.

Except as otherwise provided by the Declaration or these Bylaws, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise provided by the Declaration or these Bylaws, the percentage or other number of approvals necessary to approve a proposed action shall be a majority of the valid ballots cast. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the most votes shall be deemed elected.

A completed written ballot that, after reasonable investigation by and in the judgement of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2) within a reasonable period of time after a vote by written ballot but not to exceed ten (10) days, may be declared invalid and the election results may be adjusted accordingly at the discretion of the Board. Such a declaration shall be in writing signed by a majority of the Directors, shall include the records of the investigation, and shall be kept with the Minutes of the action by written ballot.

Written ballots may be in electronic form, and signatures on written ballots may be scanned or may be digital or electronic signatures in any form considered valid and enforceable under Utah law.

Exhibit B is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws.

Exhibit C is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Such a ballot may need to be accompanied by additional written information sufficient for Members to reach a reasonably informed decision with respect to the candidates.

5.13.2 Delivery

Written ballots and any related information shall be delivered to Owners in person, by mail, or by electronic means including email or a website, or delivered as otherwise provided by law.

5.13.3 Receipt

Members shall have at least thirty (30) days from the day on which the written ballots and any related information are provided before their vote by written ballots must be received by the Association, except as otherwise provided by law. Members may return their vote by written ballots, or complete copies thereof, to the Association in person, by mail, by email, or by any other means allowed by law.

Notwithstanding the foregoing, votes by written ballots for a meeting of Members shall be submitted in person or electronically when called for by the individual presiding at the meeting of Members.

Once a vote by written ballot has been received by the Association, it cannot be revoked.

5.13.4 Validity

Each vote by written ballot submitted to the Association must be timely received by the Association. Any vote by written ballot that is not timely received by the Association shall be considered invalid and shall not be counted.

Each vote by written ballot submitted to the Association shall include all the Required Ballot Content and all of the required Voting Information. Any vote by written ballot received by the Association shall be considered in valid and shall not be counted if it does not include all the Required Ballot Content and all of the required Voting Information, or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one otherwise valid vote by written ballot is received by the Association from the Owner(s), their proxies, and/or agents of a Unit, then all of the votes by written ballot received for that Unit shall be considered invalid and shall not be counted.

5.13.1 No Secret Ballots

Written ballots and the votes cast thereon shall not be secret. Secret ballots are prohibited—no secret ballots may be used for any meeting of the Members, any Board meeting, or any other Association purpose.

All votes cast by written ballot, or true and complete copies thereof, shall be retained with the Minutes of the corresponding meeting as part of the Association's permanent records.

6 BOARD OF DIRECTORS

6.1 Number of Directors

The Board shall consist of three (3) Directors.

6.2 Term of Directors

Directors shall serve a term of three (3) years. However, for the initial Board or a newly constituted Board resulting from all positions becoming vacant, the Directors shall designate one Director to serve a one-year term, another Director to serve a two-year term, and the third Director to serve a three-year term. Thereafter, each elected Director shall serve a full three-year term, ensuring a staggered structure so that only one Director's position is up for election each year.

Notwithstanding the foregoing, Directors shall continue to serve until their death, resignation, or removal, or until their duly elected successors assume office.

6.3 Eligibility Requirements for Directors

Each Director and nominee for Director shall be a natural person who is an Owner, a Resident spouse of an Owner, or an Owner Representative if the Owner is a legal entity. However, such persons are eligible to be a nominee for Director only if they, and their corresponding Unit, are in Good Standing.

An Owner need not be a Resident to serve as a Director.

No more than one individual may serve as a Director on behalf of the same Unit at any given time, whether as an Owner, a trustee of a trust holding a Present Ownership Interest in the Unit, or an Owner Representative of a legal entity Owner of the Unit, regardless of the number of Owners, trustees, or Owner Representatives associated with the Unit.

If no eligible Owner self-certifies as a nominee for Director at least three (3) days before the written notice of a meeting of Members is sent, and if no eligible person is elected to serve as a Director at a duly called meeting of Members for that purpose, then the remaining Director(s) shall appoint a non-Member to fill the vacancy. If no Directors remain under these circumstances, the Manager may appoint a Board composed of non-Member Directors, who shall serve in accordance with Section 6.2 – Term of Directors.

6.4 Powers and Duties of the Board

Except as limited by the Declaration or Articles of Incorporation, the Board shall have all powers and duties granted by law, including but not limited to administering the Association's affairs, fulfilling its responsibilities, and exercising its rights as set forth in applicable law and the Governing Documents.

Each Director shall have equal authority to all other Directors, irrespective of any office held.

6.5 Delegation of Powers and Duties of the Board

To the extent permitted by law, the Board may delegate its powers, duties, and discretions to one or more Managers, Officers, committees, volunteers, or other agents, subject to any limitations set forth in the Declaration, Articles of Incorporation, and these Bylaws.

The Board shall act on behalf of the Association in all matters, either directly or through its duly appointed delegates, in accordance with these Bylaws and applicable law.

6.6 Resignation of Directors

A Director may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the resignation, it shall take effect upon delivery.

A Director shall be deemed to have resigned if they fail to attend at least two (2) Board meetings held within a six (6) month period unless they provided written notice, electronic or otherwise, to the Board in advance of each unattended meeting. If a Director fails to attend at least three (3) Board meetings held within a twelve (12) month period, their resignation shall be deemed effective immediately, regardless of any prior notice provided.

Additionally, a Director shall be deemed to have resigned if, during their term, they cease to be an Owner, a Resident spouse of an Owner, or an Owner Representative, as applicable. A resignation shall also occur if the Director, the Owner they represent, or the corresponding Unit remains out of Good Standing for sixty (60) consecutive days, with the resignation becoming effective on the sixty-first (61st) day.

Any resignation under this section shall also be effective as a resignation from any office(s) held by the Director.

6.7 Removal of Directors

A Director may be removed from the Board at any time, with or without cause, by a vote of the Members. Removal shall require a vote by written ballot, in which at least fifty-one percent (51%) of the Members vote in favor of removal.

A removal vote may only take place at a special meeting of Members, for which the written notice explicitly states that the purpose of the meeting is to consider the removal of the Director.

A vote of the Board alone shall not be sufficient to remove a Director.

7 NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination of Directors

Nominations for Director elections shall be made either in advance of a meeting of Members through a written solicitation issued by the Board or Manager, from the floor at a meeting of Members duly called for Director elections, or both, as determined by the Board. The Board shall ensure that at least one of these nomination methods is used.

If nominations are solicited in advance, the solicitation shall be delivered to all Members eligible to vote no less than ten (10) days and no more than thirty (30) days before the written notice of the meeting is sent. The solicitation shall specify the number of Directors to be elected, the term and eligibility requirements for Directors, the deadline for submitting written nominations—at least three (3) days before the written notice of the meeting is sent—and a statement that each nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility.

To qualify as a solicited nominee, each nominee must submit their signed self-certification to the Board at least three (3) days before the written notice of the meeting is sent. Written ballots listing the names of all qualified self-certified nominees shall be included with the written notice of the meeting.

If nominations are permitted from the floor, each floor nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility before the vote takes place. Owners may vote for a qualified floor nominee by clearly writing the nominee's name on the written ballot.

7.2 Election of Directors

The election of Directors shall be conducted by written ballot, with candidates elected based on the highest number of votes received.

Directors may serve consecutive terms if re-elected.

7.3 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Director(s) and shall serve as a Director for the remainder of the term, and shall also assume the office held by his or her predecessor. Notwithstanding the foregoing, if the Director was properly removed by the Members, that Director shall not be eligible for selection to serve the remainder of his or her term.

If all positions on the Board become vacant, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to provide proper notice of a special meeting of the Members on the door of each Dwelling shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members. To be proper in this situation, the notice of the special meeting of the Members shall also include copies of the names, signatures, and Unit addresses of the ten percent (10%) or more of the Members.

8 MEETINGS OF THE BOARD

8.1 Quarterly Board Meetings

Meetings of the Board shall be held quarterly, or more frequently as determined by the Board, and shall be held at a place and time designated by the Board. The place shall be in the County.

The Secretary shall take and maintain Minutes of actions taken at all Board meetings, regardless of meeting type.

A gathering of some or all of the members of the Board at which they do not conduct or vote on Association business shall not be considered a Board meeting.

8.2 Electronic Board Meetings

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted entirely through the use of, any means of communication by which all individuals participating in the meeting may communicate with each other during the meeting. Directors and Owners participating in such a meeting shall be considered to be present in person at the meeting.

8.3 Notice of Board Meetings to Directors

Notice of Board meetings shall be provided to Directors by email or other electronic means at least 48 hours before a Board meeting, or by any other lawful means. This notice requirement shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide an email address to the Secretary for purposes of notice of Board meetings.

8.4 Notice of Board Meetings to Owners

The Association shall provide notice of Board meetings to any Owner who has requested such notification in writing, including their email address. Notice shall be provided by email or any other lawful means, except in cases where notice is included in a previously provided Board meeting schedule or for emergency meetings where each Director receives notice less than 48 hours before the meeting. The Secretary shall maintain an annual list of Owners requesting notifications, and their email addresses. Owners must renew their request in writing, including their email address, to receive notifications for the following fiscal year.

Notice of Board meetings to Owners shall, for each Board meeting, state the place, date, and time of the Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall include the necessary information for attending Owners to participate electronically as well.

8.5 Action without a Board Meeting

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval, electronic or otherwise, of a proposed action by a majority of the Directors. Any action so approved shall have the same effect as though taken at a Board meeting, and may be described as such in any document.

The Secretary shall keep and maintain Minutes of actions taken without a meeting.

8.5.1 Written Notice

Written notice of an action to be taken without a Board meeting shall be sent by any Director to all members of the Board. Such notice shall state: (1) the action to be taken; (2) a reasonable time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to demand in writing by the time stated in the notice that the action not be taken without a Board meeting. Such notice may be sent to Directors electronically or otherwise. Notwithstanding the foregoing, parts (2), (3)(a), and (3)(b) of the notice requirements in this paragraph shall be deemed waived if all Directors vote in response to the notice.

8.5.2 Voting

In response to a written notice of an action to be taken without a Board meeting, each Director may, not later than the time stated in the notice, return his or her signed writing to the other Directors either: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that the action not be taken without a Board meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated therein shall have the same effect as the Director properly and timely demanding in writing that the action not be taken without a Board meeting.

In the event of a Director's timely demand that action not be taken without a Board meeting, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action within the time stated in the notice.

Signatures on writings may be scanned or may be digital, or electronic signatures in any form consistent with Utah law. An email or other electronic transmission from a Director that clearly communicates his or her vote, abstention, or demand regarding an action shall be considered a signed writing.

8.5.3 Effect

Any action taken without a Board meeting has the same effect as if the action had been taken at a Board meeting, and may be described as such in any document.

8.6 Quorum at Board Meetings

A majority of the Directors shall constitute a quorum sufficient for the Board to conduct Association business. The majority of the Directors shall be determined based on the number of positions on the Board regardless of whether such positions are all filled or vacant.

8.7 Proxy Appointments by Directors

Directors shall attend Board meetings themselves as opposed to by proxy. No proxy appointment by a Director for purposes of a Board meeting or action without a Board meeting shall be effective.

8.8 Conduct at Board Meetings

Attendance at Board meetings is limited to Directors, any Officer or Manager invited by the Board, and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact; otherwise, non-Owners, Residents or otherwise, shall not attend Board meetings.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions of the Board. Notwithstanding the foregoing, the Board may close a Board meeting to Owners in order to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance at Board Meetings, and shall remain silent except when comments are solicited by the Board. The Board may limit Owner comments to a specific period of time during the meeting.

The Board may adopt further policies and procedures with regard to conduct at Board meetings.

8.9 Action by the Board

Any act of the Board shall be valid when a quorum is present at the time of the act unless otherwise required by law, the Declaration, the Articles of Incorporation, or these Bylaws. Each Director present shall have one vote.

9 OFFICERS

9.1 Elected and Appointed Officers

The elected officers of the Association shall be: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine and memorialize in the Minutes of the Board meeting at which such officers are appointed.

9.2 Term of Officers

Elected officers shall serve for a term of one (1) year, but shall continue to serve until their respective successors are elected, or until their death, resignation, or removal.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

9.3 Eligibility Requirements for Officers

All elected Officers shall at all times be Directors.

An appointed Officer may be any individual deemed qualified by the Board, whether or not that individual is an Owner.

No individual, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

9.4 Election of Officers

Immediately following an election of a Director at an annual meeting of Members, the Directors shall be deemed to have been elected to the following offices based on their term years: (1) the first-year Director shall hold the office of Secretary, (2) the second-year Director shall hold the offices of Vice President and Treasurer, and (3) the third-year Director shall hold the office of President.

9.5 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association, and in accordance with Section 105 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, or such information as may otherwise be required, who shall be considered the "Chair" (or other Association official as may be required) for purposes of such registration.

9.6 Duties of Officers

Elected Officers shall, subject to the control of the Board, perform the duties provided in this section and such other duties as may be prescribed by the Board.

9.6.1 President

The President shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

In the event the President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of President for the necessary duration.

9.6.2 Vice-President

The Vice-President shall: (1) during the absence or disability of the President, perform all the duties of the President; and (2) perform such other duties as may be prescribed by the President or the Governing Documents.

In the event the Vice-President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Vice-President for the necessary duration.

9.6.3 Secretary

The Secretary shall: (1) attend meetings of the Association; (2) record all votes and minutes of meetings in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Unit addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

In the event the Secretary is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Secretary for the necessary duration.

9.6.4 Treasurer

The Treasurer, or other person appointed by the Board, shall: (1) have the custody of the Association funds and securities; (2) maintain complete and accurate accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the President at the regular Board meetings, or whenever required, an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

In the event the Treasurer is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Treasurer for the necessary duration.

9.7 Delegation of Duties of Officers

Unless otherwise limited by law or the Governing Documents, an elected Officer may delegate any or all of his or her duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

An appointed Officer may not delegate duties without the written approval of the Board but may engage one or more volunteer assistants from time to time. The Board may withdraw its written approval to delegate duties at any time with or without cause.

Any or all of the duties of any Officer may be performed by or through a Manager, or be delegated to the Manager, at the discretion of the Board as determined by written agreement with the Manager or otherwise.

9.8 Resignation of Officers

An Officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, the resignation shall take effect upon delivery.

9.9 Removal of Officers

An elected or appointed Officer may be removed from office at any time with or without cause. Removal of an Officer from office shall require a majority vote of the Board. Notwithstanding the foregoing, an Officer removed from office who is also a Director shall remain a Director unless also removed as a Director.

10 COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those expressly assigned by the Board. The Board may terminate any committee or committee member, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause. All such actions shall be memorialized in the Minutes of the Board meeting(s) at which the actions were taken.

With regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter, the Board may adopt further policies and procedures that are not inconsistent with the Declaration or these Bylaws.

Except as provided by applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, all committees shall be strictly advisory in nature. The Board shall remain the sole body authorized to act for and on behalf of the Association and its Members.

11 RULEMAKING PROCEDURES

11.1 Authority for Rulemaking

In accordance with Section 217 of the Act and other applicable law, and as limited by Section 218 of the Act, the Board shall have the authority to adopt, amend, modify, repeal, limit, create exceptions to, expand, and enforce Rules.

The Board may also adopt, amend, modify, repeal, or create exceptions to Rules specifically applicable to Commercial Units, provided that no such Rule shall unreasonably impair the permitted commercial or residential uses of any Commercial Unit, as established by the Declaration, applicable law, or local zoning regulations.

Further, consistent with Section 218 of the Act, any Rule not expressly designated as applicable to Commercial Units shall apply only to Residential Units.

11.2 Procedures for Rulemaking

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board meets to consider any of the foregoing actions, deliver notice to all Members of the Board meeting at which the action will be considered; and (2) provide an open forum giving Owners an opportunity to be heard at the Board meeting before the Board takes the action.

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto, of the current version of all the Rules, to all Members within fifteen (15) days of the Board meeting at which changes to the Rules were made. Each such publication shall include: (1) the name of the Association; (2) an indication that the publication contains the most current Rules of the Association; and (3) the date of the Board meeting at which the most recent changes to the Rules were made.

A Rule may not be inconsistent with any provision of applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or any duly adopted Resolution. Any individual Rule that includes any such inconsistency shall be considered entirely void, without severability, and unenforceable.

11.3 Notice for Rulemaking

Notices relating to Rule changes shall be provided in writing to Members via first-class or registered mail, by electronic means including email or posting on the Association's website, or as otherwise prescribed by law.

11.4 Effective Date of Rules

A Rule, or any changes thereto, shall be effective ten (10) days after the date that a publication containing all of the most current Rules of the Association is provided to the Members by first-class or registered mail, electronic means including email or posting on the Association's website, or as otherwise provided by law.

11.5 Applicability of Rules

Owners, Residents, and, to the extent permitted by law, all Persons who enter upon or in any way use the Common Area shall be subject to enforcement of the Governing Documents.

Owners of Units shall be responsible for ensuring that their Residents, guests, and invitees comply with the Governing Documents. Owners shall be subject to enforcement actions for violations committed by any such individuals, to the same extent as if they had committed the violations themselves.

Owners of Commercial Units shall also be responsible for ensuring that their employees, customers, and commercial tenants comply with the Governing Documents and shall be subject to enforcement actions for violations committed by any such individuals, to the same extent as if they had committed the violations themselves.

Owners and Residents of a Unit, and, to the extent permitted by law, all Persons who enter upon or in any way use the Common Area, shall be jointly and severally liable for violations of the Governing Documents committed by any non-owner Resident of the Unit, including but not limited to residential tenants, commercial tenants, employees, and customers. However, a non-owner Resident shall not be held responsible for violations committed by an Owner, provided that the non-owner Resident did not contribute to or participate in such violations.

11.6 Limitations on Rulemaking

In addition to other limitations prescribed by the Act and other applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, the rulemaking powers of the Association, whether exercised through its Board or Members or otherwise, shall be limited as prescribed in the following subparts. Any act or other exercise of power by the Association in violation of the following limitations shall be entirely void, without severability, and unenforceable. Notwithstanding the foregoing, nothing in these limitations shall limit the Association or any other Person from taking lawful actions against illegal acts, or from recovering damages in relation to such illegal acts or arising out of the Association's violation of these limitations.

11.6.1 Equal Treatment

A Rule shall treat similarly situated Owners similarly, and shall treat similarly situated Residents similarly.

11.6.2 United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition and in relation to displaying the United States flag, no Owner, Resident, or any other Person shall have a right to

utilize or modify Common Area in a manner that is not authorized by, or is inconsistent with, the Governing Documents.

11.6.3 Inconsistent Actions

Except as allowed by applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of applicable law and the Governing Documents.

11.6.4 Conflicting Rules and Resolutions

The Association shall not establish any Rule that conflicts in any manner with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or a Resolution. Any such Rule shall be entirely void, without severability, and unenforceable. Nor shall the Association establish any Resolution that conflicts with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, or these Bylaws. Any such Resolution shall be entirely void, without severability, and unenforceable.

11.6.5 Owner Easements

Except as allowed by law, the Declaration, or these Bylaws, or for the purpose of reasonable maintenance or repairs, the Association shall not limit or restrict an Owner's or Resident's right and easement of use and enjoyment of the Common Area as it pertains to their respective Unit. This includes access to the Unit via Common Area streets, parking areas, driveways, sidewalks, walkways, and the like.

Notwithstanding anything to the contrary, the Association shall have the right and power to temporarily close to its membership any portion of the Common Area for the purpose of reasonable maintenance or repairs.

11.6.6 Personal Property

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a Unit, nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

11.6.7 Religion

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right to free exercise of religion, nor shall the Association discriminate in any manner whatsoever against any Person in relation to their exercise of religion or that of any other Person(s), nor shall religion, the exercise of religion, or the right to free exercise of religion be a subject or condition of any Rule, Resolution, or the like.

11.6.8 Speech

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right to free speech, nor shall the Association discriminate in any manner whatsoever against any Person in relation to their speech or that of any other Person(s), nor shall speech or the right to free speech be a subject or condition of any Rule, Resolution, or the like.

11.6.9 Assembly

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside of the Association, including with such an Owner's or Resident's guests, invitees, or others Persons, nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Unit, virtually, or outside of the Association or that of any other Person(s), nor shall peaceably assembling

or the right to peaceably assemble at a Unit, virtually, or outside of the Association be a subject or condition of any Rule, Resolution, or the like.

11.6.10 Association

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to associate or the Owner's or Resident's right to privacy in relation thereto, nor shall the Association discriminate in any manner whatsoever against any Person in relation to their associations or the right to associate or the right to privacy in relation their associations or those of any other Person(s), nor shall the associations of Person(s), the right to associate, or the right to privacy in relation to associations be a subject or condition of any Rule, Resolution, or the like.

11.6.11 Arms

The Association shall not interfere with, limit, or restrict any individual's right to keep, bear, and lawfully carry and use arms, including but not limited to firearms, ammunition, and all appurtenances related thereto, nor shall the Association discriminate in any manner whatsoever against any individual in relation to arms or the right to keep, bear, and lawfully carry and use arms or those of any other Person(s), nor shall arms or the right to keep, bear, and lawfully carry and use arms be a subject or condition of any Rule, Resolution, or the like.

11.6.12 Units

Except as allowed by law, the Declaration, or these Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Lot or Unit without the express permission of its Owner, nor shall such entry or use of a Lot or Unit, except with the express permission of its Owner, be a subject or condition of any Rule, Resolution, or the like. Notwithstanding the foregoing, a Rule or Resolution may establish procedures and policies with regard to easements, access rights, and other Association rights described in the Plat and Declaration but only to the extent such procedures and policies are not inconsistent with the intent of Plat and Declaration.

11.6.1 Commercial Units

Each Commercial Unit may be used for commercial purposes, residential purposes, or a combination thereof, provided such use complies with applicable zoning ordinances.

Pursuant to Section 218 of the Act, any portion of a Commercial Unit used for residential purposes shall be subject to all Rules applicable to Residential Units, and any portion used for commercial purposes shall be subject to all Rules applicable to Commercial Units.

Rules applicable to Commercial Units shall not unreasonably interfere with applicable zoning regulations or lawful activities conducted within such Units, as permitted by the Declaration, these Bylaws, or local ordinances.

The Board may adopt reasonable Rules governing signage, parking, and hours of operation in order to preserve the residential character of the Association.

The Board may also adopt Rules requiring Commercial Unit Owners to provide reasonable documentation demonstrating compliance with local business licensing and zoning requirements.

No such Rule shall conflict with the Declaration, these Bylaws, or applicable law.

11.6.2 Working from Home

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict a Resident's right to work from the Lot or Unit that is their place of residence, nor shall the

Association discriminate in any manner whatsoever against any individual in relation to working from the Lot or Unit that is their place of residence, nor shall working from a Lot or Unit that is one's place of residence, or not working from such, be a subject or condition of any Rule, Resolution, or the like.

Notwithstanding the foregoing, such working from a Lot or Unit may not involve having more than the occasional customer, client, co-worker, shipping or receiving personnel, or others entering the physical boundaries of the Association, nor create other nuisances. Further, the Association may establish Rules that reasonably regulate such occasional entry within the physical boundaries of the Association and other nuisances related to working from home. As used in this limitation, the phrase "a Resident's right to work from the Lot or Unit that is their place of residence" and the like refers to working from within the Association for or on behalf of an employer rather than working at the employer's office, facility, or other location. Such an employer may be one's own business.

11.6.3 Fines

The Association shall not impose excessive fines nor shall fines be imposed for violations unless supported by reasonable oath or affirmation of one or more witnesses to such violations. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area as prescribed by law, the Declaration, the Articles of Incorporation, or these Bylaws. The fine amounts authorized by these Bylaws as they may be adjusted shall not be considered excessive.

11.6.4 Household Composition

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict the right of Residents to determine the composition of their households, nor shall the Association discriminate in any manner whatsoever against a Person in relation to the household composition of a Resident or any other individual(s), nor shall household composition be a subject or condition of any Rule, Resolution, or the like.

11.6.5 Privacy

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not violate the right of Persons to privacy, including their right to be secure in their persons, vehicles, houses, and papers and effects, whether such papers and effects are electronic or digital or otherwise, against unreasonable searches and seizures.

The Association shall not have the power or authority to compel an individual to undergo or refrain from any type of medical treatment, procedure, condition, or the like, including vaccinations, nor require the provision of any evidence or verification thereof, regardless of its source. The Association shall not discriminate against any Person in any manner regarding an individual's decision to obtain, provide, disclose, or utilize such treatments or information, or to not do so. Nor shall the foregoing be a subject or condition of any Rule, Resolution, or the like.

The Association shall not have the power or authority to compel an individual to use or abstain from using any medical device or health-related protective device for any purpose, including but not limited to face coverings, nor require the provision, disclosure, or use of any evidence or verification thereof, regardless of its source. The Association shall not discriminate against any Person in any manner regarding an individual's decision to obtain, provide, disclose, or utilize such devices, or to not do so. Nor shall the foregoing be a subject or condition of any Rule, Resolution, or the like.

Except as otherwise permitted by law, the Declaration, or these Bylaws, the Association shall not require any individual to provide or disclose any health-related information. The Association shall not discriminate against any Person based on the health-related information, or lack thereof, of any individual(s). The Association shall not collect or maintain any such health information without the written authorization of the individual, or if a minor, the individual's parent or guardian, to whom such information pertains. Such

authorization may be withdrawn in writing at any time. Nor shall the foregoing, or anything related thereto, be a subject or condition of any Rule, Resolution, or the like.

11.6.6 Parking Rules

The Board may adopt Rules prohibiting or limiting parking by Owners, Residents, and their guests along the Association's private streets.

The Board may adopt Rules governing the use of parking stalls within the Association's residential area (the "Residential Parking Area"), including reasonable limitations on parking by Owners, Residents, and their guests.

The Board may adopt a Rule reserving two designated parking stalls in the parking area immediately behind Lots 31 and 32 (the "Commercial Parking Area") for the exclusive use of the residents of Lot 31, and two additional designated stalls for the exclusive use of the residents of Lot 32.

The Board may also adopt a Rule reserving the remaining stalls in the Commercial Parking Area—those not reserved for the residents of Lots 31 and 32—for the exclusive use of the Commercial Units and their customers between the hours of 8:00 a.m. and 8:00 p.m.

Between the hours of 8:00 p.m. and 8:00 a.m., these stalls shall be available for use by all Residents and their guests on an as-available basis.

Notwithstanding any provision to the contrary, all parking stalls designated for handicapped use shall be reserved exclusively for individuals with disabilities, in accordance with applicable law, whether such individuals are Residents, Owners, their guests, or patrons of the Commercial Units. The Board may, as circumstances require, designate additional parking stalls for handicapped use by Rule and ensure they are properly marked.

11.6.7 Garbage Bins

The Board may, as circumstances require, adopt a Rule requiring the Commercial Units to bear the cost of an additional garbage bin located in the Commercial Parking Area, provided that such bin is designated for the exclusive use of the Commercial Units.

Any unauthorized use of this bin by Owners, Residents, or their guests shall constitute a violation of these Bylaws and may be subject to fines in accordance with applicable law and the schedule of fines established herein.

12 ENFORCEMENT PROCEDURES

12.1 Authority for Enforcement

In accordance with Sections 208 and 213 of the Act, the Association shall have the right and power to enforce the Governing Documents and may assess fines against Units, Owners, Residents, and others for violations of the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure consistent administration and enforcement of the Governing Documents.

Failure to enforce any provision of the Governing Documents shall not constitute a waiver or modification of that provision, nor shall it constitute grounds for the abandonment of any covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

12.2 Reporting a Violation

Any Owner or Resident may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the Owner or Resident making the report; (2) the name and address of the Owner or Resident, or the address of the Unit, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the individual making the report; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; and (5) a certification by the individual making the report substantially stating the following, "I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board." A violation report should include pictures of the violation, if possible.

Exhibit D is an example violation report form that meets the requirements of these Bylaws.

NOTE: an alleged violation is not an actual violation until confirmed by the Board or Manager and a Notice of Violation or a Notice of Fine, as applicable, has been issued.

12.3 Effect of Violations

An Owner, Resident, or Unit shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued to such Owner, Resident, or Unit and extending through the date that the violation has been resolved and any fines and related charges issued have been fully paid. Owners that are not in Good Standing, and Owners of Units that are not in Good Standing, shall be ineligible to vote in Association elections. An issued notice of violation and an issued notice of fine shall each be considered notice of such ineligibility.

12.4 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Unit, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, covenant, condition, restriction, or other provision in the Governing Documents.

12.4.1 Content

A notice of violation shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise provided by law); or (b) a similar violation occurs within one (1) year from the date of the notice of violation; and (6) a statement explaining how the violation can be resolved.

Exhibit E is an example notice of violation that meets the requirements of these Bylaws.

12.4.2 Delivery

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a rental Unit, the notice of violation should be delivered to both the tenant and Owner of the rental Unit.

Copies of all issued notices of violation shall be maintained in the records of the Association.

12.4.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the mailing receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

12.5 Notice of Fine

Before a notice of fine for a violation can be issued, a notice of violation for a similar violation must have first been issued pursuant to Section 208 of the Act.

In the event of a violation of the Governing Documents, and after the issuance of a preceding notice of violation or notice of fine for a similar violation, the Association should issue a notice of fine against the offending party and/or the offending Unit, as the case may be, provided that: (1) the violation remained unresolved after the period of time for resolution stated in the preceding notice of violation or notice of fine; or (2) the violation occurred within a year of the effective date of the preceding notice of violation or notice of fine.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, restriction, or other provision in the Governing Documents.

12.5.1 Content

A notice of fine shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) the date on which the preceding notice of violation or notice of fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise provided by the Governing Documents, whichever is later, (b) that late charges may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Units and/or Owners with unresolved violations or past-due amounts are deemed not in Good Standing and thus become ineligible to vote in Association elections, and (e) that the fine may constitute a lien that may be enforced by the sale of the Unit; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of fine; and (10) a statement explaining how the violation can be resolved.

Exhibit F is an example notice of fine that meets the requirements of these Bylaws.

12.5.2 Delivery

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a rental Unit, the notice of fine should be delivered to both the tenant and Owner of the rental Unit.

Copies of all issued notices of fine shall be maintained in the records of the Association.

12.5.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

12.6 Schedule of Fines

12.6.1 First Violation

A written notice of violation shall be issued for a first violation.

12.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed if the first violation is not timely resolved or if a second similar violation occurs within a year of the first violation.

12.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed if the second violation is not timely resolved or if a third similar violation occurs within a year of the second violation.

12.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed if the third violation is not timely resolved or if a fourth or subsequent similar violation occurs within a year of the third violation.

12.7 Amount of Fines

The Board may by Resolution increase the amount of the fine stated herein for a second violation. In so doing, the fines for a third and fourth violations shall be increased by the same percentage as the amount of the fine for a second violation.

12.8 Assessment of Fines

The amount of a fine shall be assessed against a Unit's and its Member's account and, as applicable, against the account of a tenant Resident(s) of the Unit, and/or others as of the effective date a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved and/or repeated for three subsequent Notices of Fine) the Association may submit the violation to an attorney for further resolution. In such an situation, the Owner(s) of the Unit and, as applicable, the Resident(s) of the Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution including collection costs.

13 CORPORATE RECORDS

13.1 Record Keeping

Consistent with Section 227(1) of the Act and Section 1601(5) of the Nonprofit Act, and in addition to all other requirements under applicable law, the Association shall keep copies of the following records (the "Records") at its principal office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) the Minutes of all meetings of Members held over the most recent three (3) year period; (6) the Minutes of all Board meetings held over the most recent three (3) year period; (7) records of all actions taken without a meeting over the most recent three (3) year period; (8) all written communications to Members generally as Members for the most recent three (3) year period; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; (11) the most

recent budget of the Association; (12) the most recent Reserve Study of the Association; and (13) certificates of insurance for each insurance policy held by the Association, or copies of the policies themselves.

13.2 Record Availability

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principal office or that of its Manager.

An Owner may request in writing to inspect or copy a Record. Such a written request shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of entity records showing that the requesting party is an authorized representative of the Owner; (4) the address of the Owner's Unit; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record(s) being requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes ten (10) cents per page and \$15 per hour for the Association's agent's time, or the actual amount if the copy or scan is provided by a third-party provider. Such amount shall be considered an assessment against the Owner.

14 AMENDMENTS

14.1 Amendment of Bylaws

These Bylaws may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend these Bylaws shall be obtained by action by written ballot.

A Director may execute, certify, and record any duly approved amendment or restatement of these Bylaws. Any such amendment or restatement shall be prepared at the request of the Board by an attorney licensed to practice law in the State of Utah.

14.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the County.

15 PROCEDURAL IRREGULARITIES

15.1 Waiver of Procedural Irregularities

No Person other than an Owner may make any claim or the like against the Association in relation to procedural irregularities or inaccuracies. All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, or the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at a meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking Minutes or the content thereof; and (8) the manner of enforcing the Governing Documents, **SHALL BE DEEMED WAIVED UNDER THE FOLLOWING CIRCUMSTANCES:** (a) if the objecting Owner did not object within thirty (30) days of an enforcement action being taken; (b) if the objecting Owner was in attendance at a meeting, but the issue upon which the objection is based was perceptible and no objection was made at that time; (c) if the objecting Owner was not in attendance at a meeting but proper notice of it was given; (d) if the objecting Owner was not in attendance at a meeting and proper notice was not given, but the Owner had actual notice of the meeting before it occurred; (e) if the objecting Owner was not in attendance at a meeting, notice was not given, the Owner did

not have actual notice beforehand, and the Owner did not object within thirty (30) days of receiving notice of the meeting, decision, action, or vote taken; and (f) if a decision, vote, or action was taken without a meeting, but the Owner did not object within thirty (30) days of receiving notice of it.

Further, an Owner's presence at any Association meeting shall constitute a waiver of: (i) all notice requirements related to that meeting; (ii) any objections to the procedures by which the meeting was conducted; (iii) any objections to the methods or manner of voting; and (iv) any objections to decisions made therein, provided that a quorum was present and the decisions followed the stated agenda. An Owner's attendance shall also waive any objection to items discussed or voted upon that were not specifically included in the agenda, provided the Owner did not object when the item was raised.

15.2 Objections to Irregularities

All objections to procedural irregularities or inaccuracies, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at a meeting or in writing, objections must be specific, must include identification of the particular provision(s) of the Governing Documents or other law(s) alleged to have been violated, and must include a brief statement of the facts supporting the alleged violation.

Any purported objection to procedural irregularities or inaccuracies that does not comply with the foregoing requirements shall not be considered a valid objection.

15.3 Non-Waivable Irregularities

Any procedural irregularity or inaccuracy resulting from fraud or knowingly and intentionally committed in violation the Governing Documents or applicable law shall not be waived.

16 ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

For purposes of this Article, the term "Common Area" as used in the context of "use of the Common Area" shall also mean "Limited Common Area" and any other property owned or managed by the Association that is made available in any manner to any Person.

16.1 General Assumption of Risk

In consideration of use of the Common Area, including but not limited to any of the following that currently exist, or may be constructed in the future, within the Association: (1) water systems and features and related equipment and facilities, including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems and their appurtenances; (2) equipment and facilities including but not limited to buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and lawn areas; (3) gathering areas including but not limited to parks, picnic areas, pavilions, and related tables, chairs, and other equipment, both outdoors and indoors; and (4) play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment, both outdoors and indoors, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related thereto**, including but not limited to risk of temporary and permanent personal injury, illness, disability, paralysis, death, and other harm of any kind, and property damage of any kind whatsoever, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to accident, injury, death, sensitivities to and injuries arising from pool or other chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures,

and other apparent, hidden, unforeseen, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that use of the Common Area is not or may not be supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering upon or making use of the Common Area, inspect and carefully consider the Common Area and its condition, and that such entering upon or making use of the Common Area constitutes the Person's acknowledgment that the Common Area has been inspected and carefully considered by the Person, and that the Person finds and accepts the Common Area as being safe and reasonably suited to the Person's purposes of such entering upon or use.

16.2 Health Assumption of Risk

In further consideration of use of the Common Area, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to acknowledge the possible existence of all health hazards, including without limitation those related to viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, contaminates, and all other health hazards, (the "Health Hazards") and to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related to such Health Hazards.** Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include without limitation temporary and permanent injury, illness, disability, and death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to Members of the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, or their families, children, and guests. Each such Person is further deemed to understand and acknowledge that the condition of the Common Area with respect to Health Hazards is not or may not be monitored by the Association or its agents, that the Association does not employ Health Hazard monitors, mitigators, or other staff to protect the Person from Health Hazards, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area with respect to possible Health Hazards.

16.3 Covenants, Conditions, Restrictions, and Rules of the Association

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only—that is, for the use and enjoyment of the Owners and Residents, and that entry upon and use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and provisions of the Governing Documents, including Rules, and including as they relate to the Common Area, and that the Person shall be jointly and severally responsible for ensuring that the Person's family, guests, and invitees also abide by all such covenants, conditions, restrictions, provisions, and Rules, and that the Person shall be jointly and severally responsible for the actions and inactions of all such family, guests, and invitees, and for any harm or damage they may cause, directly or indirectly, whether such family, guests, or invitees are the Person's own or those of their family, guests, or invitees. Each such Person is further deemed to certify and covenant that, while upon or using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be jointly and severally responsible to ensure that the Person's family, guests, and invitees do likewise.

16.4 Warnings, Rules, and Regulations Regarding Health Hazards

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate warnings, rules, or regulations related to the Health Hazards or other matters, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may issue or change from time to time, and that the Person shall fully comply with all such warnings, rules, and regulations while upon or making use of the Common Area, and that the Person shall be jointly and severally responsible to ensure that the Person's family, guests, and invitees do likewise.

16.5 No Responsibility

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or that of any of the Person's family, guests, or invitees including while such property is located in, on, or around the Common Area or other facilities or anywhere within the Project, including any parking areas.

16.6 Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use of the Common Area by any of the Person's family, guests, or invitees. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused or alleged to have been caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Association or its agents, Directors, Officers, volunteers, or Managers, or caused or alleged to have been caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

17 INDEMNIFICATION

17.1 Indemnification by the Association

The Association shall indemnify the Directors, Officers, committee members, volunteers, Managers, employees, and other agents of the Association against any and all claims, actions, suits, proceedings, costs, expenses, and liabilities whatsoever, including without limitation attorneys' fees, with or without suit, court costs, and all related expenses, arising against them personally or in their official capacities in relation to the good faith exercise of their powers, duties, and responsibilities in any way related to the Governing Documents. The indemnification provided herein shall continue as to any Person who has for any reason ceased to be a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of such Persons.

17.2 Insurance

The Association shall purchase and maintain, at its own expense, Directors and Officers insurance on behalf of any Person who is or was a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association against any liability or alleged liability in any way related to these Bylaws, including for monetary and non-monetary claims of any kind, asserted against or incurred by such Person in any such capacity or arising out of such Person's status as such.

18 GENERAL

18.1 Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry as such may change from time to time.

18.2 Applicability

These Bylaws shall apply to and be binding upon all Owners and Residents and, to the extent not prohibited by law, all Persons who enter upon or in any way make use of the Common Area.

18.3 Conflicts

Notwithstanding anything contrary in the Governing Document and pursuant to Section 228(5) of the Act, in the event of any conflict in the Governing Documents and applicable law, the provisions of (1) the Act, (2) the Nonprofit Act, (3) the Plat and Declaration equally, (4) the Articles of Incorporation, (5) these Bylaws, (6) Resolutions of the Association's membership from newest to oldest, (7) Resolutions of the Board from newest to oldest, and (8) Rules shall prevail in that order.

18.4 Incorporation of Governing Documents

For purposes of compliance with the Nonprofit Act, the Declaration and the Articles of Incorporation shall be considered integral parts of these Bylaws. Any provision in the Nonprofit Act that refers to the Bylaws shall apply to the Declaration and Articles of Incorporation as if fully incorporated herein, to the extent such provisions pertain to the governance and operation of the Association.

18.5 Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties, provided such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the Board's discretion.

A Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or Officer to the extent authorized by these Bylaws, but shall not receive additional compensation for those services.

18.6 Legal Cost Recovery for Improper Claims

In addition to any other rights or remedies available under the Governing Documents or applicable law, if any Owner, Resident, or other Person subject to these Bylaws initiates a legal action against the Association, its Board, Officers, committee members, Managers, or other agents or representatives, and the court determines that the Association or such individual(s) acted in good faith and in compliance with the Governing Documents and applicable law, then the Association may assess 100% of the attorney fees, court costs, and other related expenses incurred in defense of such action. Such costs may be assessed directly and exclusively against the initiating Owner(s) or the Unit(s) associated with the initiating Person(s).

The Association's right to recover such costs shall apply regardless of whether those costs were initially incurred by the Association itself or jointly or severally by its Members, agents, or representatives, and shall be enforceable as an assessment secured by a lien against the Unit, in accordance with the Governing Documents and applicable law.

This Section shall be construed to supplement, and not limit, the Association's rights under these Bylaws or any indemnification rights in the Governing Documents.

18.7 No Estoppel and Reliance

With respect to these Bylaws and other Governing Documents, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to such documents, regardless of the circumstances. No claim of estoppel, waiver, detrimental reliance, or similar equitable claim or defense may be asserted against the Association based on any alleged reliance on such statements or actions.

Nothing in this provision limits the Association's ability to assert any claims or defenses, including estoppel or waiver, in protecting its interests, enforcing the Governing Documents, or defending itself in any proceeding.

18.8 Fiscal Year

Unless otherwise provided by the Declaration, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year of the Association shall begin on the date of its incorporation.

18.9 Waiver

Failure of the Association at any time to enforce any provision or covenant of these Bylaws or the other Governing Documents shall not be construed as a waiver of the Association's right to enforce such provision or covenant, or as a waiver, abandonment, or modification of such provision or covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

18.10 Time Limit for Claims

Any claim, action, litigation, or the like arising out of these Bylaws or the other Governing Documents brought by any party against the Association, or its Board, Director, Officer, agent, volunteer, Manager, contractor, or employee must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought within twelve (12) months shall be considered forever waived.

18.11 Governing Law

These Bylaws and the other Governing Documents shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

18.12 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws, or the other Governing Documents, shall be brought in a court of the State of Utah or in a federal court located therein. To the extent not prohibited by law, all Owners and Residents, and all other Persons who at any time have entered upon or in any way made use of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

18.13 Severability

Should any term, condition, provision, covenant, or portion of these Bylaws or the other Governing Documents, or any other aspect of such, be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Invalid Term in view of the Governing Documents, and the balance of such shall remain in full force and effect.

18.14 Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference may admit or require.

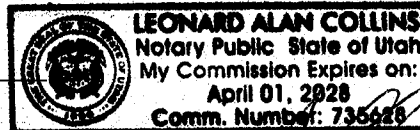
18.15 Headings

Unless expressly stated otherwise, headings in these Bylaws and the other Governing Documents are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

IN WITNESS WHEREOF, the undersigned Directors, which constitute all of the members of the Board, have executed these Bylaws on the date first written below and thereby certify that the Board has duly adopted these Bylaws on behalf of the Association and approved their recordation.

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION

By: *Lauren Kidman*
Lauren Kidman, Director



By: *Ella Stowell*
Ella Stowell, Director

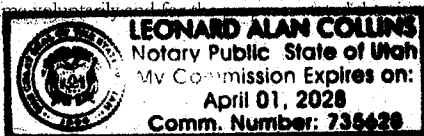
By: *Abby Nixon*
Abby Nixon, Director

May 1, 2025

State of Utah)
) ss.
County of Cache)

On the 30th day of April, in the year 2025, each of the above-named individuals, proven by satisfactory evidence, did personally appear before me, the undersigned notary, and, being by me duly sworn or affirmed, stated that they are a Director of the Association, acknowledged that they signed the foregoing document on behalf of the Association, that they were authorized to do so, and that the Association executed the same voluntarily and for the purposes stated.

(Seal)



NOTARY PUBLIC SIGNATURE
Leonard Alan Collins - Comm. No. 735628 - Exp. 2028-04-01

EXHIBIT A – Example Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

BE IT KNOWN, that I, _____, the undersigned, hereby
 appoint _____ as my true and lawful attorney-in-fact and
 agent for me, and in my name, place and stead, to vote as my proxy at the association
 meeting to be held on _____ or any adjournment thereof (the
 “Meeting”), for the transaction of any business which may legally come before the meeting,
 and for me and in my name, to act as fully as I could do if personally present, and I herewith
 revoke any other proxy heretofore given.

WITNESS my hand and seal this _____ day of _____ in the year _____,

Signed: _____

Name: _____

**BY SIGNING THIS PROXY APPOINTMENT I CERTIFY UNDER PENALTY OF PERJURY THAT THE
 PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A
 LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF
 THIS PROXY APPOINTMENT.**

EXHIBIT B – Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

☐ Yes

☐ No

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? ☐ Yes ☐ No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: ☐ an Owner, ☐ an Owner's Proxy or agent, or ☐ an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

WARNING: ONLY ONE VOTE IS ALLOWED PER LOT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

Election Ballot

Election of Directors

Vote for one (1) of the following candidates:

- ☐ Candidate 1
☐ Candidate 2
☐ Candidate 3

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? ☐ Yes ☐ No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: ☐ an Owner, ☐ an Owner's Proxy or agent, or ☐ an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

WARNING: ONLY ONE VOTE IS ALLOWED PER LOT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board.

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Unit and/or the Owner(s) and/or Resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association

<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: <list applicable sections here>.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about <date> and was: <briief description of the violation and, as applicable and available, the party involved>.

On <date(s)> a prior notice(s) was issued for a similar violation(s) of the same sections of the Governing Documents.

FINE AMOUNT: _____. This amount must be paid ☐ by <date> or ☐ within <time period> days of the date of this notice. Late payments may be subject to late charges, interest, collection costs, and/or attorney fees. Units and/or Owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections. Past-due amounts may constitute a lien against the Unit which may be foreclosed.

This violation can be resolved by: <description of how to resolve the violation>.

Failure to resolve this violation by <date>, or any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Unit and/or the Owner(s) and/or Resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT G – Legal Description

Lots 1 – 32, together with the Common Area, as depicted on the Plat entitled “SUMMIT CREEK PLACE,” recorded in the Recorder’s Office of Cache County, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 – 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

EXHIBIT H – Articles of Incorporation

A true and correct copy of the Articles of Incorporation of Summit Creek Place Homeowners' Association follows this page.

Department of Commerce
Division of Corporations and Commercial Code
that the foregoing has been filed
on this day of Aug 20 19
in the office of this Division and hereby issued
This Certificate thereof.

EXPEDITE

8-1-2019
7941732
\$145.00

RECEIVED

AUG 01 2019

Utah Div. of Corp. & Comm. Code

MW

Date 8-1-19

ARTICLES OF INCORPORATION
OF

Jason Starzec
Division Director

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION

In compliance with the requirements of Utah law the undersigned, all of whom are residents of Utah and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

a) NAME: The name of the corporation is SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION, hereinafter called the "Association" Ent 1375785 Hk 2484 Pg 69

b) INITIAL BUSINESS ADDRESS; PRINCIPAL BUSINESS ADDRESS; REGISTERED OFFICE AND REGISTERED AGENT: The initial business address, principal business address and principal office of the Association is located at 957 South Highway 89 #130, Logan, Utah 84321. The name of the Registered Agent is Dustin D. Ericson and his address is 108 North Main Street, City of Logan, State of Utah, 84321.

c) SPECIFIC AND GENERAL PURPOSES:

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Exhibit A attached hereto and incorporated herein, and to promote the general appearance, health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or

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to be recorded in the Office of Cache County Recorder and as the same may be amended a from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business for the Association, including all licenses, taxes or government charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

d) **MEMBERSHIP/VOTING RIGHTS/DESIGNATION OF STOCK/TOTAL**

NUMBER OF SHARES: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Every person or entity who is a record owner of a fee or undivided interest in any Lot shall have a voting right, and the maximum number of issued shares will be equal to the number of lots within the Association. There shall be only one class designation of voting stock, which all Lot owners of a fee or undivided interest shall possess. The total number of issued shares shall be thirty-two (32).

e) **DIRECTORS:** The affairs of this Association shall be managed by a Board of not less than three (3) Directors and not more than seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
TRENT CRAGUN	957 South Highway 89 #130 Logan, UT 84321
TROY ASTLE	957 South Highway 89 #130 Logan, UT 84321
BETH LARCHER	957 South Highway 89 #130 Logan, Utah 84321

At the first annual meeting the members shall elect five directors; two for a term of two years and three for a term of three years; with elections to be held every year thereafter.

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f) **INCORPORATORS:** The names and addresses of each incorporator are as follows:

TRENT CRAGUN 957 South Highway 89 #130
Logan, Utah 84321

TROY ASTLE 957 South Highway 89 #130
Logan, Utah 84321

g) **DISSOLUTION:** The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merge or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

h) **DURATION:** The corporation shall exist perpetually.

i) **AMENDMENTS:** Amendment of these Articles shall require the assent of sixty-six percent (66%) of the entire membership.

j) **BYLAWS AND MODIFICATIONS TO THE BYLAWS:** The Corporation shall adopt Bylaws associated with the Association. The Bylaws of this corporation may be made, altered, rescinded, added to, or new bylaws may be adopted, either by a resolution of the board of Directors or by following the procedure set forth therefore in the bylaws.

k) **DEDICATION OF PROPERTY:** The property of this corporation is irrevocably dedicated to the charitable purposes described herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any trustee, officer, or member of this corporation, or to the benefit of any private individual.

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IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of Utah, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of July, 2019.

INCORPORATORS:/S/: Trent Cragun

TRENT CRAGUN

/S/: Troy Astle

TROY ASTLE

REGISTERED AGENT:/S/: Dustin D. Ericson

DUSTIN D. ERICSON