



Recorded at the request of:
Rio Virgin Homeowners Association

**Record against the Property
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After Recording mail to:
Jenkins Bagley, PLLC
Attn: Bruce C. Jenkins
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St. George, UT 84770

SECOND REVISED AND RESTATED BYLAWS

OF

RIO VIRGIN HOMEOWNERS ASSOCIATION

As of the date of execution, these Second Revised and Restated Bylaws of the Rio Virgin Homeowners Association (“Bylaws”), replace, rescind and repeal any prior bylaws of Rio Virgin Homeowners Association, including the document titled “Revised and Restated Bylaws of the Rio Virgin Homeowners Association”. (Updated again)

ARTICLE I

NAME, LOCATION, AND PURPOSE

Section 1. Name and Location. The name of the corporation is Rio Virgin Homeowners Association. The principal office of the Rio Virgin Homeowners Association shall be located at 2990 East Riverside Drive, St. George, Utah 84790, but meetings of members of its Board of Trustees may be held at any location within the State of Utah, County of Washington, as may be designated by its Board of Trustees.

Section 2. Purpose. These Bylaws are adopted for the regulation and management of the affairs of the Rio Virgin Homeowners Association (the “Association”).

Section 3. Controlling Laws and Instruments. These Bylaws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code 16-6a-101, et seq.) (“Nonprofit Act”) and the Community Association Act (Utah Code 57-8a-101 et seq.) (“Association Act”) (collectively the “Acts”), the Declaration, and the Articles of Incorporation of the Association filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the “Division”), as any of the foregoing may be amended from time to time.

ARTICLE II

DEFINITIONS

Section 1. "Homeowners Association", "Association" and "HOA" shall mean and refer to Rio Virgin Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the owner of record, whether one (1) or more persons or entities, of the fee simple title, and the equitable owner, whether one or more persons or entities, by virtue of a purchase contract for any lot which is part of the Properties, including contract buyers, but excluding those having an interest merely as security for the performance of an obligation. Notwithstanding any applicable theory, if a mortgagee has acquired title pursuant to foreclosure, or a proceeding in lieu of foreclosure, the mortgagee shall be considered an Owner only as long as the mortgagee continues its right to possession.

Section 3. "Properties" shall mean and refer to that certain real property as shown on the Plat of Rio Virgin RV Park and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) now owned by the Association or hereafter acquired for the common use and enjoyment of the Members and not dedicated for use by the general public. The Declarant may increase the amount of the Common Area by deeding additional property to the Homeowners Association.

Section 5. "Lot" shall mean and refer to any designated lot shown upon any recorded subdivision map of the Properties, with exception of the Common Area by deeding additional property to the Homeowners Association.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" or "Developer" shall mean H. Leon Blake, Billie Blake, and Gary Davis and the Declarant's heirs, successors and assigns.

Section 8. "Conveyance" shall mean and refer to actual conveyance of fee simple title in any Lot to any owner by warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and any amendments, revisions or restatements thereof, applicable to the Properties as recorded in the office of the Recorder of Washington County, Utah.

Section 10. "Homeowners Board of Trustees", "Board of Trustees" or "Board" shall mean and refer to the governing board of the Homeowners Association.

Section 11. "Qualified Member" shall mean and refer to a Member whose assessments and fines/penalties (if any) are paid up to date.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Members Meetings. The annual meeting of the Rio Virgin HOA shall be held on the first Saturday of March. The time of these meetings shall be set by the Board of Trustees. If the day for any meeting of the Members is a legal holiday, the meeting will be held at the same hour on the next following Saturday which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the simple majority of the Board of Trustees, or upon the written request of one-third (1/3) of all the owners of lots, with each lot limited to one vote.

Section 3. Notice of Meetings. Written notice stating the place, day and hour of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, plus any time added to effectuate delivery under Article 10 Section 4, the notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Trustee and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Trustee, party related to a Trustee, or an entity in which the Trustee is a Trustee or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Trustee in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Article 10 Section 4) by the secretary or president at least ten (10) days before the Association gives notice of the meeting, plus any time added to effectuate delivery under Article 10 Section 4 The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or if ballots or proxies entitled to cast, twenty-five (25) or more of the votes of the Association's membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting and continue the meeting from time to time, subject to notice requirements, and a quorum at such continuation shall be one half (1/2) of the required quorum at the proceeding adjourned meeting, provided that no such subsequent continuation meeting shall be held more than sixty (60) days following the adjournment of the preceding meeting.

Section 5. Voting, Ballots and Proxies. A Member entitled to vote at a meeting may vote in person, by ballot, or by proxy executed in writing by the Member or his duly authorized

attorney-in-fact and filed with the secretary of the meeting prior to the time the proxy is exercised.

Section 6. Ballots at Meetings. A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Article 3 Section 7 below, may be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Article 3 Section 7 and Section 7.1 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

Section 7. Ballots without a Meeting. The Association may utilize ballots without a meeting to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

7.1 All solicitations for votes by written ballot shall: (a) set forth each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage of approvals necessary to approve each matter other than election of Trustees; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

7.2 Any written ballot shall comply with the requirements in this Section and shall be counted equally with the votes of Members in attendance (by person, by ballot, or by proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

7.3 Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

Section 8. Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the

membership on the books of the Association. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

Section 9. Written Consents Without a Meeting. Unless prohibited by the Articles of Incorporation, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Trustees may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Trustees. Any action taken under this Section is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronically transmitted facsimile or other form of communication providing the Association with a complete copy of the written consent, including a copy of the signature to the written consent.

Section 10. Telecommunications. Any or all of the Members may participate in an annual, regular or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting.

Section 11. Adjournment of Members' Meetings. Members present in person or by proxy at any meeting at which a quorum or reduced quorum, as the case may be, was present may adjourn the meeting from time to time, without notice other than announcement at the meeting, for a total period or periods not to exceed forty-five (45) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall be the same as the quorum requirement of the meeting so adjourned, and any business may be transacted which might have been transacted at the adjourned meeting.

Section 12. Vote Required at Members' Meetings. At any meeting where a quorum is present, a majority of the votes present in person, ballot or by proxy and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, except that, in the case of elections in which there are more than two (2) candidates, the persons receiving the highest number of votes shall be elected and a quorum is not required for election of Board Members.

Section 13. Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Trustees shall not be permitted.

Section 14. Order of Business. The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Trustees, if applicable; (d) report of finances; and (e) any other Association business.

Section 15. Expenses of Meetings. The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

Section 16. Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 17. Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc.

Section 18. Presiding Officers. The President of the Board of Trustees, and in his absence, the Vice-President of the Board of Trustees, and in his absence, the Secretary of the Board of Trustees, and in his absence, the Treasurer of the Board of Trustees, shall preside at all meetings of the Members. Minutes shall be recorded in an HOA minutes book, which shall be accessible by any Qualified Member upon reasonable request providing reasonable notice.

Section 19. Agenda. Any Member desiring to put an item on the agenda for discussion at any annual, semi-annual, or special meeting must notify the Board of Trustees, in writing, as to the subject and purpose of the request, at least ten (10) days prior to any such meeting. Items, petitions, or other issues, other than revisions of these bylaws that require a vote of the general membership must be turned into the Board of Trustees at least forty (40) days prior to any annual, semi-annual or special meeting, to allow time for preparation of notices and ballots.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION, TERM OF OFFICE, "LIMITATIONS"

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Trustees, each of whom shall be Members.

Section 2. Term of Office. The Members shall elect three (3) Board members one year and four (4) Board members the next year. The elected Board members shall serve two (2) consecutive years which equals one (1) term. However, any Board member may again run and serve additional terms of two (2) years as a member of the board, providing he/she is re-elected by Rio Virgin lot owners.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the Event of death, resignation, or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he/she may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take a meeting by obtaining the written approval of a majority of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

Section 6. Limitations. Membership on the Board shall be limited to only one Owner representing any one lot or lots. This prevents Owners of multiple lots from dominating the Board. In addition, multiple family members shall not serve on the Board simultaneously.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a nominating committee. Nominations may also be made from the floor at the semi-annual meeting. In the case of nominations taken at the semi-annual meeting in December, such nominations shall be held for elections at the next following March meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Trustees prior to each semi-annual meeting of the Members to serve from the close of the semi-annual meeting until the close of the next semi-annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall, in its discretion, determine, but in no event shall it be a number which is less than the number of vacancies that are to be filled. Such nominations *shall* be made from among Members.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the Members, in person, by mail, or by their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative

voting is not permitted. Elections shall be held in connection with the annual meeting in March and membership on the Board shall be effected immediately upon completion of the election.

Section 3. Conflict of Interest. To avoid any conflict of interest, or any appearance of any conflict, within or among the Board of Trustees, a trustee cannot accept a paid position with the Association unless he or she resigns from the Board. Likewise, no person holding a paid position with the Association can be nominated or elected to the Board of Trustees unless they terminate their position prior to their name being placed on any ballot.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held as required, with written or verbal notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet once before each annual membership meeting and again immediately following each annual membership meeting for the purpose of electing officers of the Board of Trustees, and for other pertinent business.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings/Member Right to Participate. Except as provided in Article 6 Section 5, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Trustee may not avoid or obstruct the requirements of this Section. However, nothing in this section shall affect the validity or enforceability of an action of a Board.

Section 5. Closed Meetings. The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) 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 (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Trustees, it is determined that a Trustee has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Trustees may take one of the two following steps: (1) exclude the offending Trustee from any closed meetings at which that matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Trustee from that committee.

Section 6. Notice to Trustees of Board Meetings. In the case of all meetings of the Board of Trustees for which notice is required by these Bylaws, notice stating the place, day and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Article 10 Section 4), by mail, fax, electronic means, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Trustees. If by telephone such notice shall be deemed to be effective when given by telephone to the Trustee. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Trustee or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the notice to the Trustee or waiver of such meeting.

Section 7. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Article 10 Section 4), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Trustee receives notice (receipt deemed effective as set forth under Article 10 Section 4) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Trustee may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

Section 8. Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Trustee may be considered to be present at a meeting and to vote if the Trustee has granted a signed written proxy: (a) to another Trustee who is present at the meeting; and (b) authorizing the other Trustee to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Article 6 Section 8 and as permitted by Article 6 Section 15, Trustees may not vote or otherwise act by proxy.

Section 9. Telecommunications. The Board of Trustees may permit any Trustee to participate in a regular or special meeting of the Board by, or conduct the meeting through the

use of, any means of communication by which all Trustees participating may hear each other during the meeting. A Trustee so participating in such a meeting is considered to be present in person at the meeting.

Section 10. Quorum of Trustees. A majority of the number of Trustees fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Trustees will be counted if represented in person or by proxy, if applicable.

Section 11. Adjournment of Trustees' Meeting. Trustees present at any meeting of the Board of Trustees may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 12. Vote Required at Trustees' Meeting. At any meeting of the Board of Trustees, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 13. Officers at Meetings. The president shall act as chairman and the Board of Trustees shall appoint a secretary to act at all meetings of the Board of Trustees.

Section 14. Waiver of Notice. A waiver of notice of any meeting of the Board of Trustees, signed by a Trustee, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Trustee. Attendance of a Trustee at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Trustee's later arrival the Trustee objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Trustee does not vote for or assent to action taken at the meeting, or (b) the Trustee contemporaneously requests that the Trustee's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Trustee causes written notice of the Trustee's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

Section 15. Dissent or Abstention. The right of dissent or abstention pursuant to Article 6 Section 14 is not available to a Trustee who votes in favor of the action taken.

Section 16. Action of Trustees Without a Meeting.

16.1 By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws, that may be taken at a Board of Trustees meeting may be

taken without a meeting if all Trustees consent to the action in writing. Action is taken under Article 6 Section 16.1 at the time the last Trustee signs a writing describing the action taken, unless, before that time, any Trustee revokes a consent by a writing signed by the Trustee and received by the secretary or any other person authorized by these Bylaws or the Board of Trustees to receive the revocation. Action under this Article 6 Section 16.1 is effective at the time it is taken, unless the Board of Trustees establishes a different effective date.

16.2 With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws that may be taken at a Board of Trustees meeting may be taken without a meeting if notice is transmitted in writing to each Trustee and each Trustee, by the time stated in the notice: (a) (i) signs a writing for such action; or (ii) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (b) fails to demand in writing that action not be taken without a meeting.

The notice required by Article 6 Section 16.2 shall state: (a) the action to be taken; (b) the time by which a Trustee must respond to the notice; (c) that failure to respond by the time stated in the notice will have the same effect as: (i) abstaining in writing by the time stated in the notice; and (ii) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (d) any other matters the Association determines to include.

Action is taken under this Article 6 Section 16.2 only if at the end of the time stated in the notice: (a) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Trustees then in office were present and voted; and (b) the Association has not received a written demand by a Trustee that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Trustee's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Trustee in writing by the time stated in the notice transmitted pursuant to this Subsection and the demand has not been revoked.

A Trustee who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 6.17.2 may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection 16.17.2 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

16.3 General Provisions. A communication under this Article 6 Section 16 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Article 6 Section 16.2 is considered to be written, signed, and dated for purposes of this section if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is

transmitted by the Trustee; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Article 6 Section 16, communications to the Association are not effective until received. Action taken pursuant to this Article 6 Section 16 has the same effect as action taken at a meeting of Trustees and may be described as an action taken at a meeting of Trustees in any document.

ARTICLES VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Properties and/or facilities located thereon, the personal conduct of the Members and their guests thereon or therein, and to establish fines and penalties for the violation of rules.

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for violation of published rules and regulations.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

(d) May declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees.

(e) Contract for the services of a manager, an independent contractor, or such other persons as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of board actions and corporate affairs and to present a summary statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

(b) Supervise all officers, agents, contractors and committees of this Association, and to see that their duties are properly performed.

(c) Establish the monthly assessments period and fix the amount of the monthly assessment against each Member for each Lot owned and send written notice at least thirty (30) days in advance of any new, changed or special assessment to every Owner subject thereto.

(d) May place a lien, as conditions dictate, and at the sole discretion of the Board of Trustees, against any Lots for which assessments are not paid within thirty (30) days after the due date or to bring an action at law, including reasonable attorney's fees for the collection of said assessments, against the Owner personally obligated to pay the same.

- (e) Procure and maintain liability and fire and other hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. The expense for such bonding is to be paid by the Association.
- (g) Cause the Common Area to be maintained.
- (h) Enforce the Declaration and Rules relating to the Association, and set fines and penalties for violations of the Declaration or Rules relating to the Association.
- (i) The Board shall establish a reserve fund as provided for in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice-President, Secretary and a Treasurer, hereinafter referred to as the Executive Committee, who shall at all times be members of the Board of Trustees, and such other officers as the Board from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following the March annual meeting of the Members.

Section 3. Term. The officers of the Board of Trustees of this Association shall be elected annually by the Board.

Section 4. Special Appointments.

(a) The Board may select and appoint from among the membership an individual to serve as treasurer. This individual may or may not be an elected member of the Board. The individual may or may not be an elected member of the Board. The individual selected must be capable of insuring that accurate financial controls and reports will be maintained. This shall be a volunteer, unpaid position. Any non-board member would not have voting rights.

(b) The Board may select such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such *duties* as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment from within the Board. The Board member appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. No Board member shall simultaneously hold more than one office, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Trustees; see that orders and resolutions of the Board are carried out. The President shall also, in accordance with resolutions of the Board, sign leases, mortgages, deeds, promissory notes and other written instruments.

(b) Vice President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the Members; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records, including the names and addresses of the Members of the Association. The secretary may delegate all or any portion of the foregoing duties to a Manager who is under contract with the Association. In addition, the secretary shall act in the place and stead of the President and Vice-President in the event of their absence, inability, or refusal to act, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall act in the place and stead of the President, Vice-President, or secretary in the event of their absence, inability, or refusal to act, and shall perform such duties as required by the Board, particularly with respect to the fiscal matters of the Association, which may be set forth more specifically by written directive of the Board, which may be updated, amended or revised, from time to time, and which shall be kept on file by the Secretary within the of minutes concerning Board meetings and actions.

ARTICLE IX

COMMITTEES

Section 1. Standing Committees. Each Board member shall be responsible for one or more standing committees. Standing committees shall be appointed under the direction of the Board member responsible for that particular committee. Standing committees charged with taking specified actions may take such action, including expenditure of funds, as specifically authorized by the Board.

Section 2. Board Membership on Committees. Board members may serve on committees and as chairpersons, but acting only as a Member of the Association, and normally do not represent the Board of Trustees in such assignments.

Section 3. Term. Terms of the various committee members and chair persons shall of necessity vary according to each particular committee assignment.

Section 4. Special Committees. Special Committees may be appointed from time to time from among the general ROA membership by the Board of Trustees to carry out specific

timely and limited assignments and shall be dissolved at the completion of such limited assignments.

Section 5. Architectural and Control Committee. The architectural and control committee shall be responsible for overseeing the types of permanent structures built on any Lot, in accordance with the Declaration.

Section 6. Activities Committee. The Activities Committee, consisting of a Trustee, Secretary and Treasurer, and subcommittees as needed, will be selected by the Board of Trustees on a voluntary basis. The Activities Committee Trustee, with the assistance of subcommittees and park residents, will plan and oversee all Association activities. The secretary of the committee will attend meetings and record votes and happenings at the meeting and will assist in the preparation of monthly activity calendars. The treasurer of the committee shall keep books of account and shall report to the general membership at each annual ROA meeting. Income and expenditures of the committee will be accounted for by the treasurer and monies shall be deposited in a separate "Activities Committee" account, which account shall require two signatures of either the Trustee or treasurer of the committee or members of the Board. Expenditure of funds for Association activities shall be limited by and reported to the Board of Trustees. At least one (1) member of the Board of Trustees shall be placed on the signature card of any Activity Committee account.

Section 7. Other Committees. The Board may appoint such other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS/NOTICE

Section 1. Books and Records. The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board of Trustees; (b) a record of all actions taken by the Members or Board of Trustees without a meeting; (c) a record of all actions taken by a committee of the Board of Trustees in place of the Board of Trustees on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board of Trustees or any committee of the Board of Trustees; and (e) a copy of the Declaration, as the same may be amended.

1.1 The Association shall maintain appropriate accounting records.

1.2 The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, by class, and (b) showing the number of votes each Member is entitled to vote.

1.3 The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

1.4 The Association shall keep a copy of each of the following records at its principal office: (a) its Articles of Incorporation; (b) its Bylaws; (c) resolutions adopted by its Board of Trustees relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (d) the minutes of all Member meetings; (e) records of all actions taken by Members

without a meeting; (f) all written communications to Members generally as Members for a period of three years; (g) a list of the names and business or home addresses of its current Trustees and officers; (h) a copy of its most recent annual report; and (i) all financial statements prepared for periods ending during the last three (3) years.

Section 2. Inspection of Records. A Trustee or Member is entitled to inspect and copy any of the records of the Association described in Article 10 Section 1.4: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Trustee or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

2.1 In addition to the rights set form in Article 10 Section 2, a Trustee or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Trustee or Member: (i) meets the requirements of Article 10 Section 2.2; and (ii) gives the Association written demand.

2.2 A Trustee or Member may inspect and copy the records described in Article 10 Section 2.1 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Trustee or Member describes with reasonable particularity the purpose and the records the Trustee or Member desires to inspect; and (c) the records are directly connected with the described purpose.

2.3 Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Trustee's interest as a Member or Trustee.

2.4 The right of inspection granted by this Section may not be abolished or limited by the Articles of Incorporation or these Bylaws.

2.5 This Section does not affect: (a) the right of a Trustee or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article, to compel the production of corporate records for examination.

2.6 A Trustee or Member may not use any information obtained through the inspection or copying of records permitted by Article 10 Section 2.1 for any purposes other than those set forth in the demand made under Article 10 Section 2.2.

2.7 The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

2.8 In a request to inspect or copy documents, a Member may:

- (a) elect whether to inspect or copy the documents;
- (b) if the Member elects to copy the documents, requests hard copies or electronic scans of the documents; or
- (c) subject to Article 10 Section 2.9, requests that:
 - (i) the Association make the copies or electronic scans of the requested documents;
 - (ii) a recognized third-party duplicating service make the copies or electronic scans of the requested documents; or
 - (iii) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents.

2.9 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans, which may not exceed: (a) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, ten cents (.10) per page and fifteen dollars (\$15) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

2.10 If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

Section 3. Scope of Inspection Right. A Trustee or Member's agent or attorney has the same inspection and copying rights as the Trustee or Member. The right to copy records under Article 10 Section 2 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Trustee's or Member's demand to inspect the record of Members under Article 10 Section 1.2 by furnishing to the Trustee or Member a list of Trustees or Members that: (a) complies with Article 10 Section 1.2; and (b) is compiled no earlier than the date of the Trustee's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth under Article 10 Section 4), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board of Trustees, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

Section 4. Manner of Giving Notice. Notwithstanding any other provision in the Acts, Declaration, Articles, Bylaws or rules and regulations, the Association may provide notice

to Owners by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

- (a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) six (6) days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed effective immediately upon delivery; or
- (f) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association regular and special assessments which are secured by the continuing lien upon the property against which the assessment is made. Failure to timely pay assessments may result in the imposition of fines, penalties and other remedies, as more fully provided in the Declaration.

ARTICLE XII

AMENDMENTS

Section 1. Initiation of Changes. These Bylaws may be amended at any regular or special meeting by affirmative vote of a majority of the Members votes represented either in person, by ballot, or by proxy once a quorum of all the qualified HOA Members is established. The Board of Trustees are hereby empowered to prepare revisions and/or corrections to these Bylaws and take appropriate action, as required, for a vote of the membership. Qualified Members may submit written suggestions or recommendations for changes, revisions, corrections and/or amendments to these Bylaws to the Board of Trustees for their consideration. If, by a majority vote, the Board is in agreement, appropriate action will be taken, as required, for a vote at the next appropriate Homeowners meeting. If there is a disagreement with the majority signed by at least twenty-five (25) percent of the total membership and have their requested recommendation placed before the general membership for a vote at the next appropriate

Homeowners meeting, provided that at least forty (40) days written notice together with the signed petition, is given to the Board of Trustees to allow time for preparation of the required notices and ballots.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

ADULT COMMUNITY

Section 1. Fifty-five and Older. The Rio Virgin R.V. Park has been designated as fifty-five (55) years of age or older park and, in as far as the law will allow, the Board of Trustees shall strive to maintain the Park as such. This requires that at least one (1) resident of at least eighty (80) percent of all occupied Lots shall be fifty-five (55) years of age or older. Suitable age verification is required of at least one (1) occupant, including lessees or renters, of all occupied Lots. Minimum percentage requirements shall be set by the Board of Trustees per published policies and as per HOPA requirements as conditions may warrant. Published policies may be revised from time to time.

Section 2. Visits. Only short visits not to exceed two (2) weeks by either adults or children shall be allowed. Visitors staying longer than two (2) weeks shall be classified as occupant residents and must be eighteen (18) years of age or older. Such persons shall be required to complete appropriate age verification documents if no prior documents have been completed for occupied Lot. Not more than three (3) persons shall occupy any living unit on any Lot. If visitor policies are flagrantly abused, then the Board of Trustees are hereby authorized to take stringent corrective action against offenders.

Section 3. Variances. The Board of Trustees are hereby given the authority and some degree of latitude to act in individual cases of emergency, hardship, or unusual circumstances to allow for variances in visitor requirements. Any allowed variances may include restrictions as to the use of park facilities. Trustees decisions on any request for variance shall be final. Association Members who violate the visitor policies subject themselves to possible restrictions and/or possible fines or legal action including reasonable attorney's fees if necessary

ARTICLE XIV

MISCELLANEOUS

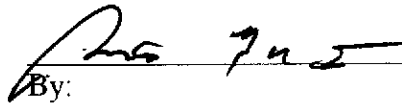
Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Annual Statement. The treasurer of the Board of Trustees shall present at each annual HOA meeting a full and complete statement of the financial condition of the Association.

Section 3. Tort Immunity. The Association shall not be liable, in any civil action brought by or on behalf of a member, for bodily injury occurring to a member on the Association's common property or limited common elements. This grant of immunity from liability shall not be effective if the association causes bodily injury to member by its willful, wanton or grossly negligent act or commission or omission.

IN WITNESS WHEREOF, the undersigned President of the Board of Trustees of **The Rio Virgin Homeowners Association, certifies that the foregoing Second Revised and Restated Bylaws was adopted by an affirmative vote of a majority of a quorum of all qualified HOA Members present in person or by proxy, pursuant to Article XII Section 1 of the Revised and Restated Bylaws.**

RIO VIRGIN HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

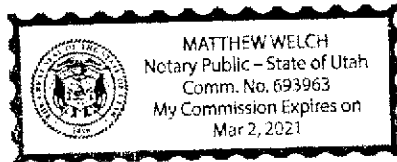

By: _____
Its: President

STATE OF UTAH,)

:ss.

County of Washington)

On this 10th day of October, 20 17, before me personally appeared Steven Grasper, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of Rio Virgin Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.




Notary Public

Exhibit A
(Legal Description)

This Second Revised and Restated Bylaws of Rio Virgin Owners Association effects the following real property, all located in Washington County, State of Utah:

ALL OF RIO VIRGIN R V PARK 1 AMD (SG), LOT 1 THROUGH LOT 65, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

Tax Parcel ID# SG-RIOV-1-1 through SG-RIOV-1-62
SG-RIOV-1-63-A through SG-RIOV-1-65-A

ALL OF RIO VIRGIN R V PARK 2 (SG), LOT 72 THROUGH LOT 75, LOT 82 THROUGH LOT 85, LOT 91, LOT 122 THROUGH 127, LOT 129 THROUGH LOT 163 AND LOT 169 THROUGH LOT 183, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

Tax Parcel ID# SG-RIOV-2-72 through SG-RIOV-2-75
SG-RIOV-2-82 through SG-RIOV-2-85
SG-RIOV-2-91
SG-RIOV-2-122 through SG-RIOV-2-127
SG-RIOV-2-129 through SG-RIOV-2-163
SG-RIOV-2-169 through SG-RIOV-2-183

ALL OF RIO VIRGIN R V PARK 3 (SG) LOT 105 THROUGH LOT 121, LOT 164 THROUGH LOT 168 AND LOT 184 THROUGH LOT 196, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

Tax Parcel ID# SG-RIOV-3-105 through SG-RIOV-3-121
SG-RIOV-3-164 through SG-RIOV-3-168
SG-RIOV-3-184 through SG-RIOV-3-196

ALL OF RIO VIRGIN R V PARK 3-A (SG) LOT 92 THROUGH LOT 104,

ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE
OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF
UTAH.

Tax Parcel ID# SG-RIOV-3-A-92 through SG-RIOV-3-A-104

ALL OF RIO VIRGIN R V PARK 4 (SG) LOT 197 THROUGH LOT 280,
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE
OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF
UTAH.

Tax Parcel ID# SG-RIOV-4-197 through SG-RIOV-4-280

ALL OF RIO VIRGIN R V PARK 5 (SG) LOT 66 THROUGH LOT 71,
LOT 76 THROUGH LOT 81 AND LOT 86 THROUGH LOT 87,
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE
OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF
UTAH.

Tax Parcel ID# SG-RIOV-5-66 through SG-RIOV-5-71
SG-RIOV-5-76 through SG-RIOV-5-81
SG-RIOV-5-86 through SG-RIOV-5-87