

WHEN

RECORDED RETURN TO:

WCES, LLC

1192 E Draper Parkway #477,

Draper, UT 84020

APN H-3-2-4-1481

COURTESY RECORDING

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BYLAWS

OF

ZION VISTA HOMEOWNERS ASSOCIATION

A PLANNED COMMUNITY DEVELOPMENT

Article I
Name, Principal Office and Definitions

- A. **Name.** The name of the corporation is Zion Vista Homeowners Association
- B. **Principal Office.** The principal office of the Association shall be located in Washington County, Utah. The Association may have such other offices, within or outside the State of Utah, as the Board of Directors may determine or as the affairs of the Association may require.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

- A. **Membership.** The Association shall have one class of membership as set forth in the Declaration. The Association shall have a temporary second class of membership in which the Declarant shall be the sole member, and which shall expire upon the expiration of the Declarant Control Period described in the Declaration.
- B. **Annual Meetings.** The annual meeting of the Owners shall be held at 7:00 p.m. on the third Thursday of October of each year unless otherwise determined by the Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter.
- C. **Special Meetings.** Special meetings of the Association may be called at any time by the Committee or by Owners who collectively hold at least thirty percent (30%) of the total vote. Such meeting shall be held at such place as the Committee may specify and the notice thereof, which must be sent by the Committee, shall state the day, date, time, place and matters to be considered as the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting. Delivery of such notice may be via US Mail, Email, Text Message, Association Website or other means deemed reasonable.
- D. **Notice and Place of Meetings.** Meetings of the Members shall be held at such place, within or without the State of Utah, as may be designated in the notice of the meeting. Any notice permitted or required to be delivered by the terms of these Bylaws may be delivered either by hand delivery or by mail or by electronic means. If delivery is by mail, it must be directed to the Member at the mailing address of each Unit or to any other mailing address designated in writing by a Member, and upon the mailing of any notice, the service thereof is complete and the time of the notice begins to run from the date on which such notice is deposited in the mail for transmission to the Member. The address of any Member may be changed on the records of the Association from time to time by notice in writing to the Secretary. The notice of any meeting of Members must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or these Bylaws, any budgetary changes or any proposal to

remove an officer of the Association or any member of the Board.

- E. Quorum. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation in person, by proxy or by ballot, of Members entitled to cast at least twenty-five percent (25%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person or by proxy or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board of Trustees issuing a Notice of Members Meeting at which meeting the members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.
- F. Voting. Each Lot shall have one (1) vote, excepting that each Lot under the control of Declarant during the Declarant Control Period shall have five (5) votes. The following restrictions apply to voting on Association issues, including, but not limited to, the election of Committee members:
- i. when more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting, and in the absence of such advice the vote of the Lot shall be suspended in the event more than one person seeks to exercise it;
 - ii. the Committee has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments or is in material violation of any of the terms, covenants or provisions set forth in this Declaration.
- G. Proxies. Every Member entitled to vote or execute statements or consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his or her duly authorized agent; provided, however that no such proxy shall be valid after the expiration of one (1) year after the date of its execution.
- H. Conduct of Meetings. The President shall preside over all meetings of both the Committee and the Association.

Article III
Board of Directors

- A. **Governing Body.** The Association shall be operated and controlled by the Committee, which shall be the Board of Directors of the Association for purposes of the Utah Community Association Act, subject to the following:
- i. **Members of the Committee.** The Committee shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Committee may increase its size to not more than six (6) members.
- B. **Composition of Committee.** The Declarant shall have the exclusive right to appoint all the members of the Committee until the occurrence of the earlier of the following events (either, a Transfer Event), at which time control of the Committee (subject to the perpetual right of the Declarant to appoint one (1) member of the Committee) shall be transferred by the Declarant to the Owners and the Owners shall elect the Committee:
- i. at such time when a certificate of permanent occupancy has been issued for 70% of the Lots; or
 - ii. when the Declarant elects in writing to transfer management and control of the Association.
 - iii. The initial members of the Committee shall be Rich Hansen, Doug Brady and Clark Colledge. Anything to the contrary contained in this Declaration notwithstanding, one (1) person designated by the Declarant shall always remain a member of the Committee if the Declarant so desires.
- C. **Terms.** Committee members shall be elected and/or appointed to serve two (2) year terms.
- D. **Qualifications.** To qualify to serve on the Committee, a person must be an individual Owner or the legal representative of an organizational Owner in good standing or may be a person other than an Owner if appointed by the Developer.
- E. **Vacancies.** Any vacant seat on the Committee shall be filled by the Declarant prior to a Transfer Event. After a Transfer Event, a vacant seat shall be filled by a person that is an Owner duly qualified, elected or appointed to fill such vacancy.
- F. **Dismissal.** Any member of the Committee who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit such

member's seat. In such cases, the remaining Committee members shall elect a replacement to sit on the Committee until the next meeting of the Association.

- G. Removal of Committee Member. Except for members of the Committee appointed by the Declarant prior to the occurrence of a Transfer Event, members of the Committee may be removed at any time by the affirmative vote of at least a majority of the Owners. (As used in this Declaration, a majority of the Owners refers to a majority of the Lots, irrespective of the number of Owners.)
- H. Replacement. Unless a member of the Committee is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Committee. A member of the Committee removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose. Anything to the contrary notwithstanding, the Declarant shall be entitled to replace all members of the Committee appointed by the Declarant.
- I. Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Committee until such member's successor qualifies and is properly elected by the Owners or appointed by the Declarant.
- J. No Compensation. Members of the Committee shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred relating to Committee business and approved by the Committee.
- K. Officers and Agents of the Association. The Committee is the agent of the Association and shall perform its functions through those Owners or Declarant appointees elected as officers of the Association by the Committee. The Committee may also perform its duties through such agents or employees as the Committee may employ or appoint. Any Association officer, agent or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Committee; provided, however, any officer so removed shall continue to be a member-at-large of the Committee. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:
- i. President. The President shall be a member of the Committee and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Committee and the Association. The President shall execute all instruments on behalf of the Committee, unless the President chooses to delegate that authority to another Committee member.

- ii. Vice President. The Vice President shall assist the President and shall have all the powers of the President in the event of the latter's absence or inability to act.
 - iii. Secretary. The Secretary shall keep minutes of all the meetings of both the Committee and the Association, as well as all other books and records which are required or made necessary.
 - iv. Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Committee member.
- L. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may determine, but no less than once each quarter. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Written notice of all special meetings shall be delivered to each member of the Committee at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Committee may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee members then in office.
- M. Status and General Authority of Committee. Any instrument executed by an officer of the Association or by the Committee that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies on said instrument. The Association shall constitute a legal entity capable of dealing in its own name. The Committee shall have, and is granted, the following authority and powers:
- i. To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Committee or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place

written notice stating such person's name and title as well as the day, date, time and purpose of the entry.

ii. Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as the Committee deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.

iii. Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to this Declaration which has been approved by the vote or consent necessary to authorize such amendment.

iv. Standing. The power to sue and be sued.

v. Enter into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights-of-way, utilities or the Common Areas.

vi. Acceptance and Control of Association Property. May acquire, hold and dispose of tangible and intangible personal and real property, enter into leases, licenses or operating agreements for common areas, permit use of common areas by community organizations and others whether nonprofit or for profit.

vii. Compliance and Enforcement. Impose sanction for violating the governing documents after notice and hearing. The Committee shall establish a graduated range of penalties for violations. Penalties may include:

- Reasonable graduated range of monetary fines
- Suspension of an Owner's right to vote
- Suspension of any person's right to use any recreational or park facilities within the common elements

viii. Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Committee in carrying out any of its functions or to ensure that the easements, rights-of-way, utilities and Common Areas are maintained and used in a manner consistent with their original design and construction.

ix. Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

x. All Other Acts. The power and authority to perform all other acts and to enter into any other transactions which may be reasonably necessary for the Committee to perform its functions for and on behalf of the Owners.

N. Duties. Duties of the Committee shall include:

- i. Preparing and adopting an annual budget establishing each owner's share of the common expenses.
- ii. Levying and collecting such assessments from owners.
- iii. Providing for the operation, care, upkeep and maintenance of the common areas.
- iv. Designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties.
- v. Depositing all funds on behalf of the Association in a bank depository which it approved and using such funds to operate the Association
- vi. Making and amending use restrictions and rules.
- vii. Opening of bank accounts on behalf of the Association and designating the signatories.
- viii. Enforcing the provisions of the governing documents and bringing proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action or enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking the enforcement action.
- ix. Obtaining and carrying property and liability insurance as provided in the Declaration, paying the cost thereof and filing and adjusting claims as appropriate.
- x. Keeping books with detailed accounts of the receipts and expenditures of the Association.

- xi. Making available to any prospective purchaser of a lot or any owner current copies of the governing documents, records and financial statement of the Association.
- xii. The Association may, but shall not be required to employ for the Association a professional management company or individual employee at such compensation as the Board may establish to serve as Manager and perform such duties as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing company or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager which might arise between meetings of the Board.

Article IV
General Procedures

- A. Amendment During the Declarant Control Period. The Declarant may unilaterally amend these Bylaws. Following the expiration of the Declarant control period, the Bylaws may only be amended by the members as generally set forth below.
- B. Amendment by Members. Except as provided above, these Bylaws may be amended on the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately on recording of the document and with the consent of the Declarant during the Declarant control period.

No amendments to these Bylaws may remove, revoke or modify any right or privilege of Declarant relating to its ability to complete development of the properties without the written consent of Declarant during the period of Declarant control.

- C. Financial Standards. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:
 - i. Accounting and controls should conform to generally accepted accounting principles
 - ii. Cash accounts of the Association shall not be commingled with any other accounts
 - iii. The Board shall cause a reserve budget and a common expense budget to be prepared for the Association each fiscal year.
 - iv. The Board may elect to distribute a summary of the budget to all owners with a written notice that the detailed budget is available at the business office of the Association.

- D. Inspection of Records. The Board shall make available for inspection and copying to any member the accounts, governing documents and meeting minutes. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall reasonably designate. Board may set rules for inspection including hours of availability and costs of any duplication of documents requested. Social Security numbers, bank account numbers of any communication subject to attorney-client privilege may be redacted from documents prior to inspection or copying.

DECLARANT CONSENT

These Bylaws are hereby approved as to both form and content by WCES, LLC, a Utah limited liability company.

WCES, LLC

BY:)



Douglas Brady
Manager

STATE OF UTAH)

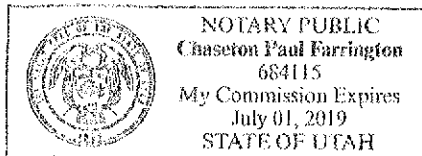
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County of ~~Washington~~ ^{Salt Lake})

The foregoing instrument was acknowledged before me this 26 day of Nov 2018 by

Douglas Brady, the Manager of WCES, LLC.

(Seal)





Notary Public

My Commission Expires: July 01, 2019

Residing at: SLC

EXHIBIT A
ZION VISTA LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S.89°43'42"E. ALONG THE SECTION LINE, A DISTANCE OF 97.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.89°43'42"E. ALONG THE SECTION LINE, A DISTANCE OF 1,591.20 FEET; THENCE S.00°01'00"W., A DISTANCE OF 208.71 FEET; THENCE S.89°43'42"E., A DISTANCE OF 208.71 FEET; THENCE N.00°01'00"E., A DISTANCE OF 208.71 FEET; THENCE S.89°43'42"E., A DISTANCE OF 65.98 FEET; THENCE S.00°00'05"E., A DISTANCE OF 405.02 FEET; THENCE N.89°59'55"E., A DISTANCE OF 7.24 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.80°55'41"W., A RADIAL DISTANCE OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°49'00", A DISTANCE OF 375.26 FEET (CHORD BEARS S.28°58'49"W. 367.76 FEET); THENCE S.48°53'19"W., A DISTANCE OF 203.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.40°59'43"E., A RADIAL DISTANCE OF 372.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°12'38", A DISTANCE OF 274.49 FEET (CHORD BEARS S.27°53'58"W. 268.32 FEET); THENCE N.75°40'55"W., A DISTANCE OF 181.51 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.29°00'46"W., A RADIAL DISTANCE OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07°25'04", A DISTANCE OF 19.42 FEET (CHORD BEARS N.64°41'46"W. 19.41 FEET) TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 459.00 FEET AND A CENTRAL ANGLE OF 19°11'50"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 153.79 FEET (CHORD BEARS N.58°48'23"W. 153.07 FEET); THENCE N.49°12'28"W., A DISTANCE OF 194.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 05°06'07"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 70.35 FEET (CHORD BEARS N.46°39'24"W. 70.32 FEET); THENCE N.44°06'21"W., A DISTANCE OF 827.29 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 379.00 FEET AND A CENTRAL ANGLE OF 42°58'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 284.29 FEET (CHORD BEARS N.65°35'41"W. 277.67 FEET) TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 459.00 FEET AND A CENTRAL ANGLE OF 32°00'35"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 256.43 FEET (CHORD BEARS N71°04'43"W 253.11 FEET) TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 379.00 FEET AND A CENTRAL ANGLE OF 22°49'20"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 150.96 FEET (CHORD BEARS N.66°29'06"W. 149.97 FEET); THENCE N77°53'46"W, A DISTANCE OF 33.38 FEET; THENCE N.00°01'07"E., A DISTANCE OF 81.81 FEET; THENCE S77°53'46"E, A DISTANCE OF 50.51 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 459.00 FEET AND A CENTRAL ANGLE OF 22°49'20"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 182.83 FEET (CHORD BEARS S66°29'06"E 181.62 FEET) TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 379.00 FEET AND A CENTRAL ANGLE OF 21°30'59"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 142.33 FEET (CHORD BEARS S.65°49'56"E. 141.49 FEET) TO THE POINT OF BEGINNING.

CONTAINING 26.94 AC. OR 1,173,672 SQ. FT.