

**2021 AMENDED AND RESTATED
BYLAWS
OF
SUNRIVER ST GEORGE
COMMUNITY ASSOCIATION, INC.**

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**2021 AMENDED AND RESTATED BYLAWS
OF
SUNRIVER ST GEORGE COMMUNITY ASSOCIATION, INC.
WASHINGTON COUNTY, UTAH**

THESE 2021 AMENDED AND RESTATED BYLAWS OF SUNRIVER ST. GEORGE COMMUNITY ASSOCIATION, INC. are effective upon recording in the Washington County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article 1 of THE 2021 AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS FOR SUNRIVER ST. GEORGE COMMUNITY ASSOCIATION, INC. ("Association").
2. These Bylaws shall amend and completely replace all Bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all terms defined in the SunRiver St George Community Association Declaration shall have the same meanings when used in these Bylaws and shall control in any issue of interpretation of meaning.

**ARTICLE II
APPLICATION**

All present and future Lot Owners, Residents, Tenants, Guests, or any other persons who may use the facilities in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or part thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLE III OWNERS' MEETINGS

3.1 Annual Meetings. The annual meeting of the Owners shall be held at a time established by the Board of Trustees during the first half of the year.

3.2 Special Meetings. Special meetings of the Owners may be called by a majority of the Board of Trustees, the President, or upon the written request of Owners holding not less than ten percent (10%) of the Voting Interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call a special meeting within sixty (60) days of receipt of the request. In case of failure to call such a meeting within sixty (60) days after such request, such Owners may call the meeting within the next thirty (30) days. No item in the agenda of the special meeting may be, or has been, included in the agenda of any Owners' meeting held within a twelve-month period.

3.3 Place of Meetings. The Board of Trustees may designate any place in Washington County, State of Utah reasonably convenient and of adequate size for the Owners of the Association as the place of meeting for any annual or special meeting called by the Board of Trustees. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Association. Provisions will be made for Owners, who are unable to attend the meeting in person, to attend by electronic means.

3.4 Notice of Meetings of the Owners. The Board of Trustees shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fourteen (14) days prior to the meeting. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax, email, electronic communications, or placed in the first-class U. S. Mail, postage prepaid, to the most recent address, email address, cellular or fax number furnished by such Owner in writing to the Association for the purpose of giving notice. Any notice sent by fax, email, or electronic communication shall be deemed delivered the earlier of one (1) hour after being sent or confirmed receipt. Any notice deposited in the U. S. Mail shall be deemed delivered the earlier of five (5) days after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners. Each Owner shall register with the Association such Owner's current mailing address, email address, cellular or fax number for purposes of giving notice hereunder. Such contact information may be changed from time to time by notice in writing to the Association. If no contact information is registered with the Association, an Owner's Lot address shall be deemed to be the Owner's registered address. An Owner may request to opt out of receiving notices from the Association via email, fax or electronic communication by giving written notice to the management company that they will only accept notices by way of the U. S. Mail.

3.5 Qualified Voters. Each Lot shall be entitled to one (1) Owner vote. An Owner's Voting Interest may be suspended if not in full compliance with all of the terms, covenants, conditions and restrictions of the Declaration, or these Bylaws, or has failed to fully pay any Assessments due (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Lot in the Association each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Association shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Owners, the presence of Owners and holders of proxies entitled to cast at least twenty-five percent (25%) of the voting interests of the Association shall constitute a quorum for the transaction of business.

3.8 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, signed by at least one (1) Owner, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered to Management at least two (2) days prior to the beginning of the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Owners, each Lot shall be entitled to one (1) Owner vote. The Owner representing said Lot entitled to vote at the meeting shall have the right to cast their vote in person or by proxy. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. If more than one ballot or vote per lot is cast, only the first vote received shall be counted. During an Owners Meeting, only one ballot per Lot shall be issued for voting purposes. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, the Utah Nonprofit Corporation Act or the Utah Community Association Act. A vote cast at any Association meeting by any of such

Owners, whether in person, by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned.

3.10 Conduct of Meetings. Both annual and special meetings of Owners shall be presided over and conducted by the President or, in their absence, an appointee of the Board. No action may be taken at an Owners' meeting except on items included in the agenda of the meeting. Prior to taking effect, any action taken at an Owners' meeting shall require the affirmative vote of more than fifty percent (50%) of the votes cast at a meeting where quorum is attained. An exception to this is a vote for an amendment of these Bylaws, where the requisite vote is noted in Article X of these Bylaws. Such vote may be held either during the Owners' meeting or by a subsequent vote of ratification by the Owners. In the event that a vote of ratification is needed, the Board shall schedule such a vote to take place no more than three (3) months following the Owners' meeting in which the action was taken.

3.11 Method of Voting. All voting and casting of ballots in the Association may be conducted by electronic means exclusively. Electronic voting may be organized and conducted by independent providers of voting services selected and contracted by the Board of Trustees.

3.12 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Trustees or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Trustees. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.13 Informal Action by Owners. Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of the Association Owners had been in attendance at a regularly called meeting.

ARTICLE IV BOARD OF TRUSTEES

4.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Trustees, each of whom shall have one (1) equal vote. The Board of Trustees may exercise all of the powers of the Association derived from Utah Law, the Articles, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, or the Declaration vest solely in the Members. The Board of Trustees shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all Members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted

accounting principles. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management company such of its duties, responsibilities, functions, and powers as are properly delegable. The Board of Trustees shall be authorized to hire a management company pursuant to its normal procedures for taking action. The Board of Trustees may only terminate a management company's contract pursuant to the affirmative vote of at least five (5) Trustees. Non-renewal of a management company's contract shall not be deemed termination of the contract

The Board shall not take any of the following actions except with the written consent or vote of at least a majority of the Owners:

- (i) Incur aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of five percent (5%) of the budgeted Common Expenses of the Association for that fiscal year.
- (ii) Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted Common Expenses of the Association for that fiscal year.

4.2 Borrowing. The Association shall have the power to borrow money for any legal purpose provided, the Board shall obtain Member approval in the same manner provided in the current Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary Capital Improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. No Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least eighty percent (80%) of the Voting Interests in the Association.

4.3 Number, Tenure, and Qualifications. The Board of Trustees shall be composed of seven (7) persons, each of whom shall be an Owner, and full-time Resident of the Association and shall meet any other qualifications in the Declaration. Each Board Member shall hold their position for three (3) years or until their successor shall have been chosen and qualified, or until their death, or until their resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. The Trustee's terms shall be staggered with no more than three (3) elected during an election cycle unless a vacancy must be filled. No two (2) Board Members shall be related by blood or marriage, nor shall any Board Member share joint ownership in a Lot with another Board Member, nor shall they reside in the same Residence.

4.4 Orientation Meeting. The orientation meeting of the newly elected Board members shall be held within 30 days of the announcement of the election results.

4.5 Regular Meetings. The Board of Trustees shall hold regular Meetings at least monthly. The Board of Trustees may designate any place in Washington County, Utah as the place of Meeting for any regular Meeting called by the Board of Trustees. If no designation is made, the place of the Meeting shall be at the registered office of the Association. Meetings may also be held with Board Members appearing by electronic means so long as any Board Member appearing by electronic means can be heard by all

attendees. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. If any Member of the Board of Trustees attends the Meeting by electronic means, notice to the Owners shall include information necessary so as to allow the Owners to also attend electronically. If the meeting is broadcast by electronic means, all Owners may attend electronically.

4.6 Special Meetings. Special meetings of the Board of Trustees may be called by the President, Vice President, or any three (3) of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special Meetings of the Board of Trustees may fix any place, within Washington County, as the place for holding the Meeting. Notice shall be given personally, by first-class, postage prepaid, U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered seventy-two (72) hours after deposit in the U.S. Mail. Any Board Member may waive notice of a Meeting.

4.7 Notice to Owners of Meetings of the Board of Trustees. At least seventy-two (72) hours before a Board Meeting, the Association shall give written notice of the Board Meeting to the Owners via each Owner's email address provided in compliance with the Governing Documents and Utah Code.

Such email notice shall:

- (i) Include a proposed agenda.
- (ii) State the time and date of the Board Meeting.
- (iii) State the location of the Board Meeting; and
- (iv) State the information necessary to allow the Owners to participate by the available electronic means if a Board Member will be participating by means of electronic communication.

A paper copy of the notice and the proposed agenda will be available upon request at the front desk of the Community Center at least seventy-two (72) hours before a Board Meeting. A copy of the supporting documents will be available for review and inspection at the Community Center upon request.

Exceptions to notification:

- (i) For regularly scheduled and calendared meetings, notice by U.S. Mail need not be given to those requesting mail-only notification.
- (ii) No such email notice need be given for a Board Meeting to address an emergency if each Board Member received notice of the Board Meeting before the scheduled meeting.

4.8 Meetings of the Board of Trustees Open to Owners. Each Meeting of the Board of Trustees shall be open to each Owner except that the Board of Trustees may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; 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 discuss a delinquent assessment or fine. At each Meeting of the Board of Trustees, each Owner shall be provided a reasonable opportunity to offer comments. The Board of Trustees may limit comments of the Owners to a specific time period and duration during the Meeting. Except during designated comment periods, attendees other than Trustees may not participate in any discussion unless permission to speak is recognized by the chairperson of the Meeting. Meetings of the Board of Trustees are not open to non-Owner Residents, Occupants or Guests unless approved by the Board.

4.9 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any Meeting of the Board of Trustees. The act of at least four (4) of the Board Members at any Meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Trustees. The Board Members shall act only as the Board of Trustees, and individual Board Members shall have no powers as such.

4.10 Action without a Meeting. Action without meeting may not be taken except in strict accordance with the Utah Nonprofit Act.

4.11 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. To avoid potential conflicts of interest during their term of office, Board Members shall not work, contract or receive payment for services they provide to the Association or Management. This restriction shall also include Residents residing within the Lot of those Board Members.

4.12 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of at least sixty-seven percent (67%) of Owners entitled to vote at such meeting provided that a quorum is present. Any Trustee whose removal is sought shall be given notice prior to the meeting. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if they, in any twelve (12) month period, miss three (3) of the regularly scheduled Board of Trustees Meetings or is more than thirty (30) days delinquent in the payment of any Assessment.

4.13 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, disqualification, or removal of a Board Member as provided herein, the Board Members then in office shall continue to act as a board. Any such vacancies may be filled by a majority vote of the Board Members then in office. Any such Board Member appointed hereunder to fill a vacancy on the Board shall serve until the next regularly scheduled Trustee election, at which time the Owners shall elect a replacement for the unexpired term of the predecessor.

4.14 Waiver of Notice. Before or at any Meeting of the Board of Trustees, any Board Member may waive notice of such Meeting and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a Board Member at any Meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.15 Adjournment. The Board of Trustees may adjourn any Meeting from day to day for such other time as may be prudent or necessary, provided that no Meeting may be adjourned for longer than thirty (30) days.

4.16 Election of Board Members. Nominations for election to the Board shall be made by an Election Committee. The committee shall consist of two (2) or more persons and a Chairperson, who shall be a member of the Board. All members of the committee shall be Owners. Nomination for election to the Board of Trustees may be made from the floor at the Board meeting where the nominations are announced.

4.17 Ballots. Members of the Board shall be elected by secret written or electronic ballot. Owners shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected and their term shall begin at the start of the upcoming fiscal year. Cumulative voting is not permitted.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, a Treasurer, a Vice President, and such other officers as may from time to time be appointed by the Board of Trustees. The Board may elect such other 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 of Trustees may from time to time determine.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the first regular Meeting of the Board of Trustees. Officers who are not also Members of the Board (if any) shall serve for a term determined by the Board. In the event of failure to choose officers at such regular Meeting of the Board of Trustees, officers may be chosen at any regular or special Meetings of the Board of Trustees. Each such officer (whether chosen at a regular Meeting of the Board of Trustees or otherwise) shall hold such office at least until the next ensuing regular Meeting of the Board of Trustees and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. No person may hold more than one office at a time.

5.3 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. Subordinate officers need not be Board Members of the Association. Such subordinate officers shall not be entitled to vote in Board Meetings.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any

officer may be removed and replaced upon the affirmative vote of a majority of the Board of Trustees at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special Meeting.

5.6 President. The President shall be the chief executive of the Association. The President shall preside at Meetings of the Board of Trustees and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Trustees.

5.7 Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Trustees may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any Meeting of the Board of Trustees. The Treasurer shall perform such other duties as required by the Board of Trustees.

5.9 Vice President. The Vice President shall act in the place of the President in the President's absence or inability or refusal to act.

5.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Trustees.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Board of Trustees may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder may include at least one (1) Board Member ("Committee Member" for purposes of this Article). Each Committee Member shall be a Resident Owner. No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Trustees. A Committee shall not have any powers, duties, or responsibilities

beyond those specifically assigned by the Board of Trustees in a written resolution. The Board of Trustees may terminate any Committee at any time.

6.2 Selection of Committee Members. Upon the formation of a committee or a vacancy in the membership of a committee, an announcement of the opening shall be given to the entire community. Only Resident Owners shall be eligible to serve on any Committee. All applicants shall be interviewed, selected and appointments announced by the Board. To avoid potential conflicts of interest, Committee Members shall not work, contract or receive payment for services they provide to the Association or Management. This restriction shall also include Residents residing within the Lot of those Committee Members.

6.3 Proceeding of Committees. Each Committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall regularly report such proceedings to the Board of Trustees. Each committee meeting shall be open to all Owners unless indicated to the contrary by Board resolution and stated in the charter of the Committee.

6.4 Quorum and Manner of Acting. At each Meeting of any Committee designated hereunder by the Board of Trustees, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any Meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Trustees hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Trustees.

6.5 Resignation and Removal. Any Committee Member designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, with or without cause, remove any Committee Member.

6.6 Vacancies. If any vacancy shall occur in any Committee designated by the Board of Trustees due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Trustees, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act.

ARTICLE VII NEIGHBORHOOD REPRESENTATIVES

7.1 Representation. Each Neighborhood shall have two (2) Neighborhood Representatives.

7.2 Term of Service. Representatives shall serve for a term of two (2) years with one (1) Representative being selected each year in conjunction with the annual Board of Trustee elections.

7.3 Applicants. Any Owner in the neighborhood may apply to serve in accordance with procedures established by the Board. Neighborhood Representatives must be full-time Resident Owners of the neighborhood they represent.

7.4 Selection Process. Every applicant shall be interviewed by Neighborhood Representatives who will recommend applicants to the Board for appointment.

7.5 Duties. Neighborhood Representatives shall preside over meetings of the neighborhood and communicate between the Owners in the neighborhood and the Board. Neighborhood Representatives shall attend a monthly meeting and fulfill other duties as the Board may establish by Resolution. No Representative shall receive compensation for services rendered to the Association. To avoid potential conflicts of interest during their term of office, Neighborhood Representatives shall not work, contract or receive payment for services they provide to the Association or Management. This restriction shall also include Residents residing within the Lot of those Neighborhood Representatives.

7.6 Resignation and Removal. Any Representative may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Neighborhood Representative may be removed, with or without cause, by the Board. In the event of resignation, removal, disqualification, or any other cause, the Board of Trustees may appoint a replacement to fulfill the position for the remainder of the term.

ARTICLE VIII INDEMNIFICATION

8.1 Indemnification –Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding, if they acted in good faith and in a manner they reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that their conduct was unlawful.

8.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that they are or were a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by them in connection with the defense or settlement of such action or suit, if they acted in good faith and in a manner they reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which

such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of their duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

8.3 Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article of the Governing Documents, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith. Any other indemnification under the Governing Documents shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that they have met the applicable standard of conduct set forth respectively in the Governing Documents. Such determination shall be made by independent legal counsel. If the Board of Trustees cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose.

8.4 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE IX RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board of Trustees may establish provisions related to the maintenance of Association records by resolution.

9.1 Fiscal Year. The fiscal year of the Association shall be from January 1 through December 31.

9.2 General Records. The Board of Trustees or managing agent for the Association shall keep records of the actions of the Board of Trustees and managing agent or manager; minutes of the Meetings of the Board of Trustees; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each Meeting of the Board of Trustees, the minutes of the previous Meeting of the Board of Trustees shall be presented to the Board of Trustees

for approval by a majority vote; the minutes of any Meeting of the Members shall be presented to the Board of Trustees at the next Meeting of the Board of Trustees for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Trustees by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

9.3 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Trustees to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

(b) From time to time the Board of Trustees, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots. At any time, any Owner or Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

9.4 Inspection of Records by Owners. Except as provided in Section 9.5 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Trustees. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred in relation to furnishing the information. It is a violation of these Bylaws for an Owner to obtain Association records by means of a records request made in bad faith or for an improper purpose. It is further a violation of these Bylaws for an Owner to obtain records by request and then to use such records in a manner that is inconsistent with their stated purpose for obtaining such records.

9.5 Records Not Subject to Inspection. Prior to inspection from an Owner or a third party, the Association may redact from Association records social security numbers, bank account numbers, or any communication subject to attorney-client privilege.

**ARTICLE X
AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total of those who vote, provided that at least forty percent (40%) of the total votes in the Association are cast. The Board shall have the right to amend the Bylaws without Owner approval to comply with federal, state, or local mandated legislation

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of any other Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

11.4 Parliamentary Rules. Except as may be modified by the Board, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law, the Articles of Incorporation, the Declaration, or these By-Laws.

ARTICLE XII ENFORCEMENT

12.1 Policies for Enforcement: The Board shall establish policies, through resolution, regarding the enforcement, fines and sanctions for violations of the regulations, restrictions and rules contained in the Governing Documents.

12.2 Immediate Sanctions. Notwithstanding the provisions of section 12.1, the Association retains the right to impose immediate sanctions in case of violations that in the sole discretion of Management may result in imminent harm to person or property.

12.3 Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive ("closed") session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

EXHIBIT "A"

LEGAL DESCRIPTION

All of Phases 1 through 57, including any and all Common Area, as shown on the Official Plats, according to the official records of the Washington County Recorder:

Phase	Lots	Tax ID Nos.
1A	1-12	SG-SUR-1-1A-1-12
1B	14/15; 16-A-17-A 18-24; 25-A 27-80; 81-A 83-84; 85-A 86-87; 88-A-101-A 102-107	SG-SUR-1-1B-14/15; SG-SUR-1-1B-16-A-17-A SG-SUR-1-1B-18-24; SG-SUR-1-1B-25-A SG-SUR-1-1B-27-80; SG-SUR-1-1B-81-A SG-SUR-1-1B-83-84; SG-SUR-1-1B-85-A SG-SUR-1-1B-86-87; SG-SUR-1-1B-88-A-101-A SG-SUR-1-1B-102-107
1C	252-293; 295-296	SG-SUR-1-1C-252-293; SG-SUR-1-1C-295-296
1D	194-251	SG-SUR-1-1D-194-251
1E	108-146	SG-SUR-1-1E-108-146
2A	147-193	SG-SUR-2A-147-193
2B	442-449	SG-SUR-2B-442-449
3A	297-367; 368-A; 370-371	SG-SUR-3A-297-367; SG-SUR-3A-368-A; SG-SUR-3A-370-371
3B	372-441	SG-SUR-3B-372-441
4	450-497; 808-828	SG-SUR-4-450-497; SG-SUR-4-808-828
5A	498-513	SG-SUR-5A-498-513
5B	514-562	SG-SUR-5B-514-562
6	563-609	SG-SUR-6-563-609
7	610-650	SG-SUR-7-610-650
8	651-695	SG-SUR-8-651-695
9	696-739	SG-SUR-9-696-739
10	740-807	SG-SUR-10-740-807
11	829-875	SG-SUR-11-829-875
12	876-929	SG-SUR-12-876-929
13	1129-1155; 1157-1165 1167-1172; 1186-1188 1209-1211; 1226-1227 1232, 1235-1245	SG-SUR-13-1129-1155; SG-SUR-13-1157-1165 SG-SUR-13-1167-1172; SG-SUR-13-1186-1188 SG-SUR-13-1209-1211; SG-SUR-13-1226-1227 SG-SUR-13-1232; SG-SUR-13-1235-1245
14	1110-1128; 1166 1173-1185; 1189-1208 1212-1225; 1228-1231 1233-1234	SG-SUR-14-1110-1128; SG-SUR-14-1166 SG-SUR-14-1173-1185; SG-SUR-14-1189-1208 SG-SUR-14-1212-1225; SG-SUR-14-1228-1231 SG-SUR-14-1233-1234
15	930-1013	SG-SUR-15-930-1013

16	1014-1109; 1019-B; 1913	SG-SUR-16-1014-1109; SG-SUR-16-1019-B; SG-SUR-16-1913
17A	1251-1285	SG-SUR-17A-1251-1285
17B	1286-1313	SG-SUR-17B-1286-1313
18	1314-1346	SG-SUR-18-1314-1346
19	1896-1912; 2035	SG-SUR-19-1896-1912; SG-SUR-19-2035
20	1396-1437	SG-SUR-20-1396-1437
21	1347-1395	SG-SUR-21-1347-1395
22	1516-1519; 1520-A; 1520-C; 1521-1530; 1531-A; 1532-1555	SG-SUR-22-1516-1519; SG-SUR-22-1520-A; SG-SUR-22-1520-C; SG-SUR-22-1521-1530; SG-SUR-22-1531-A; SG-SUR-22-1532-1555
23	1556-1586	SG-SUR-23-1556-1586
24	1587-1627	SG-SUR-24-1587-1627
25	A; 1667-1687	SG-SUR-25-A; SG-SUR-25-1667-1687
26	1628-1666	SG-SUR-26-1628-1666
27	1246-1250	SG-SUR-27-1246-1250
28	1438-1479	SG-SUR-28-1438-1479
29	1726-1741	SG-SUR-29-1726-1741
30	A; 1480-1515; 1711- 1725	SG-SUR-30-A; SG-SUR-30-1480-1515; SG-SUR-30-1711-1725
31	1742-1787	SG-SUR-31-1742-1787
32	1862-1895	SG-SUR-32-1862-1895
33	1788-1808	SG-SUR-33-1788-1808
34	1809-1826	SG-SUR-34-1809-1826
35	A; 1688-1708	SG-SUR-35-A; SG-SUR-35-1688-1708
36	1827-1861	SG-SUR-36-1827-1861
37	1914-1920 1935-1941	SG-SUR-37-1914-1920 SG-SUR-37-1935-1941
38	1921-1934	SG-SUR-38-1921-1934
39	1942-1952	SG-SUR-39-1942-1952;
40	1953-1961; 1984-1993	SG-SUR-40-1953-1961; SG-SUR-40-1984-1993
41	A; 1962-1983	SG-SUR-41-A; SG-SUR-41-1962-1983
42	1994-2015	SG-SUR-42-1994-2015
43A	2016-2020	SG-SUR-43A-2016-2020
43B	2021-2034	SG-SUR-43B-2021-2034
44	A; 2036-2058	SG-SUR-44-A; SG-SUR-44-2036-2058
45	A; 2059-2082	SG-SUR-45-A; SG-SUR-45-2059-2082
46	A; 2083-2108	SG-SUR-46-A; SG-SUR-46-2083-2108
47	A; 2109-2128	SG-SUR-47-A; SG-SUR-47-2109-2128
48	2295-2322	SG-SUR-48-2295-2322
49	2129-2149	SG-SUR-49-2129-2149
50	2150-2171	SG-SUR-50-2150-2171
51	A; 2172-2193	SG-SUR-51-A; SG-SUR-51-2172-2193
52	2194-2209	SG-SUR-52-2194-2209
53	2210-2220	SG-SUR-53-2210-2220
54	2221-2236	SG-SUR-54-2221-2236

55	2237-2253	SG-SUR-55-2237-2253
56	A; 2254-2274	SG-SUR-56-A; SG-SUR-56-2254-2274
57	A; 2275-2294	SG-SUR-57-A; SG-SUR-57-2275-2294