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Sunbrook Master Owners Association

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St. George, UT 84770

**AMENDED AND RESTATED BYLAWS
OF
SUNBROOK MASTER OWNERS ASSOCIATION**

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**AMENDED AND RESTATED BYLAWS
OF
SUNBROOK MASTER OWNERS ASSOCIATION**

**ARTICLE 1
NAME, LOCATION, AND PURPOSE**

Section 1.1. Name. The name of the corporation is Sunbrook Master Owners Association, hereafter referred to as the Association.

Section 1.2. Principal Office. The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division, unless changed by resolution of the Board but meetings of Members and Directors may be held at such places within the State of Utah as may be designated by the Board.

Section 1.3. Purpose. These Amended and Restated Bylaws of Sunbrook Master Owners Association (the "Bylaws") are adopted by vote of a majority or more of the Board of Directors. These Bylaws are for the regulation and management of the affairs of the Association, to which reference is made in the Second Amended and Restated Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded on December 30, 2011, as Doc. No. 20110040063, in the official records of the Washington County Recorder, State of Utah, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property.

These Bylaws amend, restate, wholly replace, and substitute for the following:

- Bylaws of Sunbrook Master Owners Association, adopted by the Board on May 2, 2003, and signed on May 9, 2003 (the "Bylaws"); and
- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Washington County Recorder.

Section 1.4. Controlling Laws and Instruments. These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code Section 16-6a-101, *et seq.*) ("Nonprofit Act") and the Community Association Act (Utah Code Section 57-8a-101 *et seq.*) ("Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association ("Articles") 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. Where these Bylaws differ from the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of either the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

Section 1.5. Registered Office and Agent. The Acts require that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent

are specified in the Articles and may be changed by the Association at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

ARTICLE 2 DEFINITIONS

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two (2) classes of voting membership:

(a) CLASS A. Class A Members are all Members with the exception of the Declarant, until Declarant's membership converts to Class A membership as provided for in the Declaration. Class A Members are entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, the group of such persons shall be a Member and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. A vote cast at any Association meeting by any of such co-Owners, whether in person, by ballot, or by proxy, is conclusively presumed to be the vote attributable to the Unit concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Unit. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) CLASS B. The Class B member is the Declarant. The Class B member is entitled to ten (10) votes for each Unit owned. The Class B membership will cease and be converted to Class A membership on the happening of one (1) of the following events, whichever occurs earlier:

- (i) the expiration of twenty-five (25) years from April 28, 1997; or
- (ii) the surrender of Class B membership status by the express written action of the Declarant.

In the case of expansion (as provided under the Declaration) Declarant's memberships appurtenant to the Units in the expansion area shall be Class B memberships.

If Declarant shall exercise its option to add additional Units by platting additional phases as provided in the Declaration, then at such time as additional subdivision plats are filed, the voting

shall be adjusted accordingly so that Declarant regains Class B voting status for all Units owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

Section 3.3. Qualification for Membership. No person, persons, entity, or entities shall exercise the rights of membership until satisfactory proof has been furnished to the secretary of the Association of qualification as a Member, or nominee of a Member, pursuant to the terms of the Articles and these Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity, or entities, or the person nominating him or her qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy. Prior to presentation of such evidence, the Association may treat the previous owner of the membership as the owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

Section 3.4. Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association. If a Member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after the same shall become due and payable, the voting rights of such Member may be suspended by the Board until such assessment has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any published rules and regulations established by the Board governing the use of the services, facilities, or equipment of the Association, until such violation is cured.

Except for suspension of voting rights for failure to pay assessments and for violation of any use restriction, any suspension of the rights of Membership shall be pursuant to notice and hearing as provided for in Article 17.

ARTICLE 4 MEETINGS OF MEMBERS

Section 4.1. Annual Meetings. Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

Section 4.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes. No business shall be transacted at a special meeting of the Members except as indicated in the notice thereof.

Section 4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The notice of an annual, regular, or special

meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a trustee or has a financial interest, (as set forth in Utah Code § 16-6a-825), if any; (c) notice of any indemnification or advance of expenses to a Director 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 Section 16.6) 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 Section 16.6. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

Section 4.4. 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 4.5. Quorum. Except as hereafter provided, and as otherwise provided in the Articles or the Declaration, the presence at the meeting of Members entitled to cast, either in person, by ballot, or by proxy, twenty percent (20%) of all the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

In case of a meeting to change the basis and maximum of assessments, to make assessments in excess of said maximum, or to levy a special or additional assessment, as those assessments are defined in the Declaration, presence at the meeting of Members, either in person, by ballot, or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6. Proxies. At all meetings of members, each Member may vote in person, by ballot, or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot by the Member.

Section 4.7. Ballots. A written ballot may, upon the election of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person, by proxy, 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 Section 4.8 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 4.8. Ballots without a Meeting and Electronic Voting. The Association may, upon the election of the Board or upon specific request of a Member for a special meeting of the Members, 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.

4.8.1. 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 the election of Directors; (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.

4.8.2. 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 or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

4.8.3. 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.

4.8.4. The Association and its members, by adoption of these Bylaws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Subsection 4.17.

Section 4.9. 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 the earlier of (i) the day after the meeting of the Members for which the proxy was expressly submitted; or (ii) 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 4.10. Voting. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

Section 4.11. Action by Written Ballot in Lieu of Meeting. Action may be taken by written ballot in lieu of any annual, regular, or special meeting if the ballot is delivered by or at the direction of the secretary to each Member entitled to vote on the matter, which ballot shall (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Board, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall either identify such Member by Lot or unit number or by name. The number of votes cast by written ballot pursuant to this section shall constitute a quorum for action on the matter.

Notwithstanding the above, no action by written ballot in lieu of any annual, regular, or special meeting shall be permitted on matters that involve the election or removal of Director(s) or expenditure of Association funds.

Any action taken under this Section 4.11 is not effective unless all written ballots are received within a sixty (60) day period and have not been revoked. A written ballot may be given by electronic transmission or other form of communication providing the Association with a complete copy of the written consent, including: (i) the date the written consent was sent and (ii) the signature (including electronic signatures as provided in Section 4.17).

Section 4.12. Procedure. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer.

Section 4.13. Record Date/Members List.

4.13.1. The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 4.13.2 below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

4.13.2. Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. A determination of members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote.

4.13.3. The Association shall only be required to prepare a list of the names of the Members as provided for in Section 10.5.3.

Section 4.14. 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 4.11 is considered to be present in person at the meeting.

Section 4.15. Adjournment of Members' Meetings. Members present in person or by proxy at any meeting, whether or not there is a quorum may adjourn the meeting from time to time. If the meeting is adjourned, the Board shall issue a new 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, 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.

Section 4.16. Expenses of Meetings. The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

Section 4.17. 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. Pursuant to Utah Code Section 46-4-201 a signature may not be denied legal effect or enforceability solely

because it is in electronic form, i.e. an electronic signature. As used herein, the term “electronic” means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term “electronic signature” means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

ARTICLE 5
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of this Association shall be managed by a Board of three (3), five (5) or seven (7) Directors, the number of persons constituting the whole Board to be fixed from time to time by resolution of the Board. The Directors must be Members of the Association or in the case of multiple co-Owners or Owners not natural persons, their designees, unless the Declarant has Class B membership, in which event Directors need not be Members of the Association.

Section 5.2. Term of Office. At each annual meeting, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two (2) less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years.

Section 5.3. Removal. Any Director may be removed from the Board with cause, by a majority vote of the Members of the Association. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board. In the event of death, resignation, or removal of a Director, a temporary successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor until special election of a successor.

Section 5.4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of Director duties.

Section 5.5. Qualifications of Directors. A Director must be a natural person eighteen (18) years of age or over and an Owner of a Lot within the Property or, if the Owner of any such Lot is a partnership, corporation, or limited liability company, must be a designated representative of such partnership, corporation, or limited liability company. If a Director conveys or transfers title to his Lot, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Lot, such Director’s term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director’s place. Any Director no longer qualified to serve under the standards provided for in this Section 5.3 may be removed by a majority vote of the Directors then in office.

Section 5.6. Resignation of Directors. Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board stating the effective date of such

resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Division a statement setting forth (a) that person's name; (b) the name of the Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or officer; and (d) the date on which the person ceased to be a Director or officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

Section 6.1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of three (3) persons: a chairman, who shall be a member of the Board, and two (2) or more Members of the Association, at least one of which shall not be a member of the Board. The Nominating Committee shall be appointed by the Board at least sixty (60) days prior to each annual meeting of the Members, to serve through such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6.2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6.3. Voting by Mail. Election of Directors may be handled by mail voting in the following manner, which may be, at the determination of the Board, the sole method of voting or used in conjunction with in-person voting. Ballots shall be sent to each Member by the secretary not more than sixty (60) days and not fewer than thirty (30) days before the date set for election. Ballots shall instruct Members to seal their ballot in a ballot envelope and then place the sealed envelope into a larger envelope along with a signed paper, provided by the secretary, identifying the Member whose vote is contained in the inner envelope. Ballots may be delivered to the secretary in person or by mail. Upon receiving the ballots, the secretary shall open the outer envelope, remove the identification paper and record which Members have voted. The identification paper and outer envelope shall then be separated from the ballot envelope. The ballot envelope shall be retained by the secretary until opened on the election date.

ARTICLE 7 MEETINGS OF DIRECTORS

Section 7.1. Regular Meetings. The first meeting of the Board will follow the annual meeting of the Members. Thereafter, regular meetings of the Board shall be held at such date, time, and place as may be determined from time to time by resolution of the Board.

Section 7.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) Directors, after not less than two (2) days' notice to each Director.

Section 7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles, or these Bylaws.

Section 7.4. Action Without a Meeting.

7.4.1. By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, Articles, or these Bylaws, that may be taken at a Board meeting may be taken without a meeting if all Directors consent to the action in writing. Action is taken under Subsection 7.4.1 at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board to receive the revocation. Action under this Subsection 7.4.1 is effective at the time it is taken, unless the Board establishes a different effective date.

7.4.2. With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles, or these Bylaws that may also be taken at a Board meeting may be taken without a meeting if notice is transmitted in writing to each Director and each Director, 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 Subsection 7.4.2 shall state: (a) the action to be taken; (b) the time by which a Director 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 Subsection 7.4.2 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 Directors then in office were present and voted; and (b) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director'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 Director in writing by the time stated in the notice transmitted pursuant to this Subsection 7.4.2 and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 7.4.2 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 7.4.2 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

7.4.3. General Provisions. A communication under this Section 7.4 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 7.4.2 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 Director; 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 Section 7.4, communications to the Association are not effective until received. Action taken pursuant to this Section 7.4 has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

Section 7.5. Open Meetings/Member Right to Participate. Except as provided in Subsections 7.6 and 7.8, 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 Director 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. This Section 7.5 does not apply to Board meetings so long as Class B voting rights exist, except that (i) there shall be at least one (1) open Board meeting per year and (ii) each time the Association increases a fee or raises an assessment, the Board shall also hold an open meeting.

Section 7.6. 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 Directors, it is determined that a Director 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 Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

Section 7.7. Notice to Directors of Board Meetings. In the case of all meetings of the Board 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 Section 16.6), 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. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director 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 need be specified in the notice to the Director or waiver of such meeting.

Section 7.8. 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 Section 16.6), 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 Director receives notice (receipt deemed effective as set forth under Section 16.6) 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 Director 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 7.9. 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 Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director 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 Section 7.9, Directors may not vote or otherwise act by proxy.

Section 7.10. Telecommunications. The Board may permit any Director 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 Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting. If a Director is to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Owners entitled to notice of the Board meeting under Section 7.8 to participate by the available electronic means.

Section 7.11. Adjournment of Directors' Meeting. Directors present at any meeting of the Board 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 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 7.12. Officers at Meetings. The president shall act as chairman and the Board shall appoint a secretary to act at all meetings of the Board.

Section 7.13. Waiver of Notice. A waiver of notice of any meeting of the Board, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director 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 Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director'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 7.14. Dissent or Abstention. The right of dissent or abstention pursuant to Section 7.13 is not available to a Director who votes in favor of the action taken.

ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the equipment and facilities of the Association and to establish reasonable admission and other fees for the use thereof;
- (b) suspend the voting rights and any other rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association or in violation of any of the use restrictions. Such rights may also be suspended for infraction of any published rules and regulations, after notice and hearing, for a period of not to exceed sixty (60) days;
- (c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (d) borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Property, such mortgage to be subordinate to the rights of the Owners;
- (e) with the approval of sixty-seven percent (67%) of first mortgagees on Lots and sixty-seven percent (67%) of each class of Owners, to sell, exchange, hypothecate, alienate, encumber, dedicate, release, or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility;
- (f) enter into agreements or leases which provide for use of the Common Areas and facilities by a similar association in consideration for use of the common areas and facilities of the other association, or for cash consideration;
- (g) grant easements for public utilities or other public purposes consistent with the intended use of the Common and Limited Common Area;
- (h) levy and collect assessments as more fully outlined in the Declaration;
- (i) purchase insurance as outlined in the Declaration;

- (j) appoint an Architectural Control Committee;
- (k) appoint arbitrators to resolve party wall disputes;
- (l) exercise for the Association all powers, duties authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;
- (m) enforce and administer the Declaration recorded as affecting the Properties.

Section 8.2. Duties. It shall be the duty of the Board to:

- (a) act within thirty (30) days upon any request for approval or disapproval submitted pursuant to the Declaration;
- (b) cause to be kept a complete record of all its acts and corporate affairs and to present a 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-half (1/2) of the Members who are entitled to vote;
- (c) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (d) prepare a roster of the Properties and the assessments applicable thereto;
- (e) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (f) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (g) take action to collect assessments which are not paid within thirty (30) days after the due date, including within the collection process to bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien on the Property;
- (h) furnish a certificate upon demand, and for a reasonable charge, signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid;
- (i) maintain an adequate reserve fund for maintenance, repairs, and replacement of any elements of the Common Areas which must be replaced on a regular basis.

ARTICLE 9 OFFICERS AND THEIR DUTIES

Section 9.1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary and a treasurer, who need not be Members of the Board nor of the Association, and such other officers as the Board may from time to time create by resolution.

Section 9.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 9.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 9.4. Special Appointments. 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 may, from time to time, determine.

Section 9.5. 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 notice to the Board, or any officer of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective.

Section 9.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 9.7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special office created pursuant to Section 9.4.

Section 9.8. Duties. The duties of the officers are as follows:

- (a) PRESIDENT. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) VICE-PRESIDENT. The vice-president shall act in the place and stead of the president in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board
- (c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) TREASURER. The treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; maintain a roster of Properties, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Directors of Members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the Members at said meeting.
- (e) Where appropriate, the duties of an officer may be performed by the manager for the Association.

Section 9.9. Compensation. No salary or other compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefor.

ARTICLE 10
FINANCIAL MATTERS AND BOOKS AND RECORDS

Section 10.1. Depositories. The Board shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board or in these Bylaws.

Section 10.2. Contracts: Management Contract. The Board may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

Section 10.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors of the Association.

Section 10.4. Annual Report. The Board shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

Section 10.5. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

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

10.5.2. The Association shall maintain appropriate accounting records.

10.5.3. 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.

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

10.5.5. The Association shall keep a copy of each of the following records at its principal office: (a) Declaration; (b) Articles; (c) Bylaws; (d) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (e) the minutes of all Member meetings for a period of three (3) years; (f) records of all actions taken by Members without a meeting; (g) all written communications to Members generally as Members for a period of three (3) years; (h) a list of the names and business or home addresses of its current Directors and officers; (i) a copy of its most recent annual report; (j) all financial statements prepared for periods ending during the last three (3) years; (k) the most recent approved Board meeting minutes; and (l) the most recent budget and financial report.

10.5.6. If the Association has an active website, the Association shall make the documents described in Subsection 10.5.5 available to all Members, free of charge, through the website; or, if the Association does not have an active website, make physical copies of the documents described in Subsection 10.5.5 available to Members during regular business hours at the Association's address registered with the Department of Commerce.

Section 10.6. Inspection of Records.

10.6.1. A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 10.5.5: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director 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.

10.6.2. In addition to the rights set forth in Subsection 10.6.1, a Director 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 Director or Member: (i) meets the requirements of Subsection 10.6.3; and (ii) gives the Association written demand.

10.6.3. A Director or Member may inspect and copy the records described in Subsection 10.6.2 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

10.6.4. 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 Director's interest as a Member or Director.

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

10.6.6. This Section does not affect: (a) the right of a Director 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 10, to compel the production of corporate records for examination.

10.6.7. A Director or Member may not use any information obtained through the inspection or copying of records permitted by 10.6.2 for any purposes other than those set forth in the demand made under 10.6.3.

10.6.8. 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.

10.6.9.

- (a) In a written request to inspect or copy documents, a Member shall include:
 - (i) the Association's name;
 - (ii) the Member's name;
 - (iii) the Member's property address;
 - (iv) the Member's email address;
 - (v) a description of the documents requested; and
 - (vi) any election or request described in Subsection (b).

- (b) In a written request to inspect or copy documents, a Member may:
 - (i) elect whether to inspect or copy the documents;
 - (ii) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
 - (iii) subject to Subsection 10.6.10, request that:
 - (A) the Association make the copies or electronic scans of the requested documents;
 - (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
 - (C) 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; or
 - (D) the Association email the requested documents to an email address provided in the request.

10.6.10. 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 and for the time spent meeting with the Member, 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

(\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

10.6.11. 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 a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

10.6.12. Subject to Subsection 10.6.13, if in response to a Members request to inspect or copy documents, the Association fails to comply with a provision of this section, the Association shall pay:

- (a) the reasonable costs of inspecting and copying the requested documents;
- (b) for items described Subsection 10.5.5, twenty-five dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and
- (c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

10.6.13. The Association is not liable for identifying or providing a document in error, if the Association identified or provided the erroneous document in good faith.

Section 10.7. Scope of Inspection Right. A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section 10.6 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 10.5.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 10.5.3; and (b) is compiled no earlier than the date of the Director'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 Section 16.6), 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, 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 10.8. Statement of Account. Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall give, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Section 16.6), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Living Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the Living Unit thereon. Such statement

shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

Section 10.9. Annual Corporation Reports. The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or officer of the Association may otherwise be entitled by law.

ARTICLE 12 COMMITTEES

Section 12.1. Architectural Control Committee. An Architectural Control Committee composed of three (3) or five (5) representatives appointed by the Board.

Section 12.2. Additional Committees. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes.

Section 12.3. General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

ARTICLE 13 CORPORATE SEAL

The Association may have, but need not have, a seal in a circular form having within its circumference the words "Sunbrook Master Owners Association," the year of its incorporation, and a notation that the Association is Non-Profit.

ARTICLE 14
RULES AND REGULATIONS

The Board shall have the power to adopt and establish such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Property, equipment, facilities, and utility systems of the Association. The Board may alter from time to time such rules and regulations by complying with the procedures in Utah Code 57-8a-217. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees, and others over whom they may exercise control or supervision. The Board may levy a reasonable fine or penalty in an amount established by rule of the Association and in accordance with Utah Code 57-8a-208.

ARTICLE 15
AMENDMENTS

Section 15.1. Amendments. These Bylaws may be amended, at any regular, annual, or special meeting of the Board, by a vote of the majority of the Board, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Members may amend the Bylaws even though the Bylaws may also be amended by the Board. Amendments to the Bylaws by Members shall be made in accordance with the Acts. Amendments to the Bylaws shall be recorded in the records of the Washington County Recorder.

Section 15.2. Conflicts. In case of any conflict between the Declaration, the Articles, or these Bylaws, the Declaration shall be of primary authority, the Articles secondary, and the Bylaws subject thereto.

ARTICLE 16
MISCELLANEOUS

Section 16.1. Limited Liability. The Association, the Board, the Architectural Control Committee, and any agent or employee of the Association, the Board, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

Section 16.2. Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 16.3. Execution of Documents. The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general

or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 16.4. Right to Inspect. Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a voting Member of the Association or that Member's agent.

Section 16.5. Manner of Giving Notice. Notwithstanding any other provision in the Declaration, Articles, Bylaws, or rules and regulations, the Association may provide notice to Owners orally or 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;

(f) when notice is given orally, the notice is deemed effective when communicated; or

(g) 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.

Section 16.6. Severability. Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 16.7. Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah

law to the contrary, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Governing Documents.

Section 16.8. Combining/Subdividing Units. Units or Lots may be combined or further subdivided, and boundary lines of Units may be changed, only upon written approval by the Board and by recording of a plat or other legal instrument further subdividing or re-subdividing the parcel of property (which subdivision shall be subject to such other restrictions as may be set forth in the Declaration or rules of the Association). Combined Units or Lots shall still pay an assessment for each of the Units or Lots combined and shall have a vote for each Unit/Lot combined, notwithstanding that such Units/Lots may be improved with a single dwelling.

ARTICLE 17 NOTICE AND HEARING PROCEDURE

Section 17.1. Association's Enforcement Rights. In the event of an alleged violation of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association by a Member or occupant ("Respondent"), the Board shall have the right, upon an affirmative vote of a majority of all Directors, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted by law or equity or under the provisions of the Declaration, these Bylaws, or the rules and regulations of the Association. The failure of the Board or the Architectural Control Committee to enforce the rules and regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies set forth and provided by law or equity or in the Declaration, these Bylaws, or the rules and regulations of the Association shall be cumulative, and none shall be exclusive.

Section 17.2. Hearing.

(a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the rules and regulations of the Association, as set forth in the Notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of

supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The Board may close the meeting to the general membership if the Board believes the discussion is likely to cause undue embarrassment or violate the individual's reasonable expectation of privacy.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the rules and regulations of the Association, or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board, and these matters shall be made a part of the record of proceedings.

(g) The Board may grant continuances on a showing of good cause.

(h) Whenever the Board has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board, the remaining Directors shall continue to hear and decide the case.

Section 17.3. Decision. If a Respondent fails to appear at a hearing, the Board may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board, the Board may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board controlling. A copy of the Notice of Adjudication of the Board may be posted by the Board at a conspicuous place in the Property, and a copy shall be provided by the president of the Association to each person directly involved in the matter and his attorney, if any, in accordance with the notice provision(s) set forth in the Declaration, if any. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of any Assessment of fine; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the Notice of Hearing; or (b) ten (10) days after the hearing required herein.

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting president of Sunbrook Master Owners Association, a Utah nonprofit corporation ("Association"); and

2. Pursuant to Article 15, Section 1 of the Bylaws, the foregoing Amended and Restated Bylaws constitute the Bylaws of the Association duly adopted by vote of a majority or more of the Board of Directors of the Association at a meeting held on SEPTEMBER 21, 2021

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 9 day of FEBRUARY, 2022

SUNBROOK MASTER OWNERS ASSOCIATION,
a Utah nonprofit Corporation

Duane Monette
By: DUANE MONETTE
Its: President

STATE OF UTAH,)
 :SS.
County of Washington.)

On this 9th day of February, 2022, personally appeared before me Duane monette, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of Sunbrook Master Owners Association, a Utah non-profit 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.

[Signature]
Notary Public

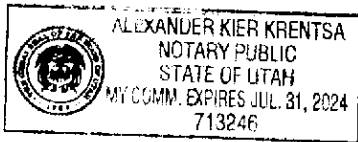


Exhibit A
(Legal Description)

These Amended and Restated Bylaws of Sunbrook Master Owners Association affect the following real property, all located in Washington County, State of Utah:

French Quarter at Sunbrook

All of Lots 1 through 15, Lots 16-A through 18-A, and Lots 19 through 26, together with all Common Area, French Quarter at Sunbrook (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-FQS-1 through SG-FQS-15
PARCEL : SG-FQS-16-A through SG-FQS-18-A
PARCEL: SG-FQS-19 through SG-FQS-26

Santa Maria at Sunbrook

All of Lots 1 through 9, Lots 27 through 53, Lots 55 through 61, Lot 62-A, and Lot 63, together with all Common Area, Santa Maria at Sunbrook 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SMSB-1-1 through SG-SMSB-1-9
PARCEL: SG-SMSB-1-27 through SG-SMSB-1-53
PARCEL: SG-SMSB-1-55 through SG-SMSB-1-61
PARCEL: SG-SMSB-1-62-A
PARCEL: SG-SMSB-1-63

All of Lots 64 though 67, Lot 68-A, Lot 69-A-1-A, and Lots 70 through 89, together with all Common Area, Santa Maria at Sunbrook 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SMSB-2-64 through SG-SMSB-2-67
PARCEL: SG-SMSB-2-68-A
PARCEL: SG-SMSB-2-69-A-1-A
PARCEL: SG-SMSB-2-70 through SG-SMSB-2-89

All of Lots 10 through 18, Lot 19-A-1, Lots 20 through 26, and Lot 54, together with all Common Area, Santa Maria at Sunbrook 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SMSB-3-10 through SG-SMSB-3-18
PARCEL: SG-SMSB-3-19-A-1
PARCEL: SG-SMSB-3-20 through SG-SMSB-3-26
PARCEL: SG-SMSB-3-54

All of Lots 90 through 107, together with all Common Area, Santa Maria at Sunbrook 4 Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SMSB-4-90 through SG-SMSB-4-107

Bellsera Townhomes at Sunbrook

All of Lots 1 through 18 and Lots 49 through 56, together with all Common Area, Bellsera TH at Sunbrook 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-BLTS-1-1 through SG-BLTS-1-18
PARCEL: SG-BLTS-1-49 through SG-BLTS-1-56

All of Lots 19 through 31, together with all Common Area, Bellsera TH at Sunbrook 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-BLTS-2-19 through SG-BLTS-2-31

All of Lots 32 through 48 and Lots 57 through 68, together with all Common Area, Bellsera TH at Sunbrook 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-BLTS-3-32 through SG-BLTS-3-48
PARCEL: SG-BLTS-3-57 through SG-BLTS-3-68

Bridgewater Townhomes at Sunbrook

All of Lots 1 through 39, together with all Common Area, Bridgewater Townhomes at Sunbrook (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-BTSB-1 through SG-BTSB-39

Crescent Pointe Townhomes at Sunbrook

All of Lots 1 through 3 and Lots 5 through 16, together with all Common Area, Crescent Pointe TH at Sunbrook (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-CPTS-1 through SG-CPTS-3
PARCEL: SG-CPTS-5 through SG-CPTS-16

Canyon View Ridge at Sunbrook

All of Lots 1 through 4, Lot 5-A, Lots 7 through 13, Lots 15 through 17, Lot 18-A, Lots 19 through 27, Lot 28-A, Lots 30 through 49, Lot 50-A, Lot 51-A-2, and Lots 52 through 53, together with all Common Area, Canyon View Ridge at Sunbrook 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-CVRS-1-1 through SG-CVRS-1-4
PARCEL: SG-CVRS-1-5-A
PARCEL: SG-CVRS-1-7 through SG-CVRS-1-13
PARCEL: SG-CVRS-1-15 through SG-CVRS-1-17
PARCEL: SG-CVRS-1-18-A
PARCEL: SG-CVRS-1-19 through SG-CVRS-1-27
PARCEL: SG-CVRS-1-28-A
PARCEL: SG-CVRS-1-30 through SG-CVRS-1-49
PARCEL: SG-CVRS-1-50-A
PARCEL: SG-CVRS-1-51-A-2
PARCEL: SG-CVRS-1-52 through SG-CVRS-1-53

All of Lots 54 through 59, together with all Common Area, Canyon View Ridge at Sunbrook 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-CVRS-2-54 through SG-CVRS-2-59

All of Lots 61 through 65, Lots 66-A-1 through 67-A-1, and Lots 68-A through 69-A, together with all Common Area, Canyon View Ridge at Sunbrook 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-CVRS-3-61 through SG-CVRS-3-65
PARCEL: SG-CVRS-3-66-A-1 through SG-CVRS-3-67-A-1
PARCEL: SG-CVRS-3-68-A through SG-CVRS-3-69-A

Sunbrook Centre at Sunbrook

All of Lots 1 through 4, together with all Common Area, Sunbrook Centre at Sunbrook (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCAS-1 through SG-SCAS-4

Pointe at Sunbrook

All of Lots 1 through 17, together with all Common Area, Pointe at Sunbrook 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PAS-1-1 through SG-PAS-1-17

All of Lots 18 through 32, together with all Common Area, Pointe at Sunbrook 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PAS-2-18 through SG-PAS-2-32

Dolce Vista at Sunbrook

All of Lots 1 through 39, together with all Common Area, Dolce Vista at Sunbrook 1 Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-DVS-1-1 through SG-DVS-1-39

Bella Vista at Sunbrook

All of Lots 1 through 12, together with all Common Area, Bella Vista at Sunbrook (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-BVS-1 through SG-BVS-12

Cove at Sunbrook

All of Lots 101 through 130 and Lots 132 through 150, together with all Common Area, Cove at Sunbrook Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-CSB-101 through SG-CSB-130

PARCEL: SG-CSB-132 through SG-CSB-150

Exhibit B
(Legal Description -- Expansion Properties)

These Amended and Restated Bylaws of Sunbrook Master Owners Association shall also be deemed to govern all persons and lots added to the Sunbrook Community as provided for in the Second Amended and Restated Master Declaration, as amended from time to time.