

**SEVENTH AMENDED AND RESTATED  
BY-LAWS OF  
SWEETWATER PARK HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME, OFFICE AND DEFINITIONS**

1.01. The Corporation shall be known as the Sweetwater Park Homeowners' Association, Inc. (hereafter "Association"). The principal office of the Association shall be located in the State of Utah. The Association may have such other offices, either within or without the State of Utah, as the Board of Directors may designate or as the business of the Association may from time to time require.

1.02. "Association" shall mean and refer to Sweetwater Park Homeowners' Association, Inc., its successors and assigns, a Utah nonprofit corporation.

1.03. "Board" shall mean and refer to the Board of Directors of the Association.

1.04. "Bylaws" is the Seventh Amended and Restated By-Laws of the Association as now existing or hereafter amended; and this document replaces all prior Bylaws and Amendments to Bylaws in their entirety.

1.05. "Common Areas" shall mean any real property, rights or other interests owned by the Association for the common use and enjoyment of the Owners.

1.06. "Declaration" shall mean and refer to the various Declarations of Covenants, Conditions and Restrictions located in the Rich County Recorder's Office, as last amended, by which the Association was established.

1.07. "Governing Documents" shall mean the Articles of Incorporation, the By-laws, the Declaration and Rules and Regulations established by the Members or Board for the Association, all of the foregoing as now existing or hereafter amended.

1.08. "Lot" shall mean and refer to each parcel of property made subject to the Declaration.

1.09. "Member" shall mean and refer to those persons and entities entitled to membership in the Association as provided in the Declaration.



1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot on the Property, as more fully described in the Declaration. The term "Owner" shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation. Every Owner is a Member of the Association, and every Member is an Owner.

1.11. "Property" shall mean and refer to that certain real property in Rich County, Utah more fully described in the Declaration.

1.12. "Short-term Rental" shall mean the renting or holding out for rent of a cabin/home in any way for a rental period of less than one month.

## **ARTICLE II**

### **MEMBERS**

#### **2.01. Eligibility and Number of Votes.**

- A. Every person acquiring legal or equitable title to any Lot in the Property located in Rich County, State of Utah known as Sweetwater Park shall become a Member of the Association and shall be entitled to one (1) membership interest and one vote in the Association for each Lot for which legal or equitable title is acquired; provided, however, upon completion of a dwelling upon such Lot, the Owner thereof shall be entitled to an additional two (2) votes in the Association. If a Lot has three (3) votes appurtenant to it, all three (3) votes must be cast as a unit on any matter and cannot be separated (Split Voting). Transfer of title to a Lot shall automatically transfer the membership interest in the Association appurtenant to such Lot to the transferee(s).
- B. In the event there is more than one (1) Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever.

2.02. Annual Meeting. The Annual Meeting of the Members shall be held on the Saturday nearest the 14th day of August of each year for the purpose of electing a Board (as hereafter defined) and for the transaction of such other business as may come before the meeting.

If for any reason, the Annual Meeting shall not be held on the day hereinbefore designated, such meeting may be called and held as a Special Meeting; provided, however, that the notice of such meeting shall be the same as herein required for the Annual Meeting, namely, not less than fifteen (15) days.

2.03. Special Meetings. Special Meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by any three (3) members of the Board, or by Members having the right to cast one-third (1/3) of the votes entitled to be cast at such meeting.

2.04. Place of Meeting. The Board may designate any place, either within or without the State of Utah, as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board or the Members. If no designation is made or if a Special Meeting is otherwise called, the place of meeting shall be the principal office of the Association in the State of Utah.

2.05. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, including any matters required to be submitted to the Members for decision, and in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than thirty (30) days before the date of the meeting, either personally, by first class mail, email, or by posting on the Association's website, or by other fair and reasonable method, by or at the direction of the President, Secretary or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address as it appears on the Member records of the Association, with postage prepaid. If emailed, such notice shall be deemed to be delivered when sent.

2.06. Voting Lists. The officer or agent having charge of the membership records for membership in the Association shall make, at least ten (10) days before each meeting of Members, a complete list of Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of votes held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member upon request. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership record book shall be prima facie evidence as to who are the Members entitled to examine such record book or to vote at any meeting of Members.

2.07. Quorum. The Members present in person shall constitute a quorum at any meeting of Members. The vote of a majority of the votes entitled to be cast by the Members present at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members. Proxy voting is not permitted.

2.08. Absentee Voting. Effort will be made to have important issues and Board candidates identified and publicized early by the Board on which a vote will be taken at the Annual Meeting. Members may request an absentee ballot in accordance with Section 2.14 below to cast if they cannot attend the Annual Meeting. This provision does not exclude the option of motions or nominations being made by the general membership at the Annual Meeting, for which absentee voting would not be possible.

2.09. Voting Rights. Each Member is entitled to votes at a meeting of Members as set forth in Section 2.01 of this ARTICLE II.

2.10. Voting by Certain Members. Member interests standing in the name of a corporation, trust or other legal entity may be voted by an officer, agent, or representative designated by the entity.

2.11. Informal Action by Members. Any action required to be taken at a meeting of Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect to the subject matter thereof.

2.12. Order of Business at Annual Meeting. The order of business at the annual meeting shall be as follows:

- a. Roll call.
- b. Review notice and proof of proper Notification of Meeting to Members.
- c. Review and approval of minutes of last preceding meeting.
- d. Report of President.
- e. Report of Secretary.
- f. Report of Treasurer.
- g. Election of Directors.
- h. Report of Committees.
- i. Transaction of other business, and
- j. Adjournment.

provided, that in the absence of any objection, the presiding officer shall have the discretion to vary the order of business.

2.13. Waiver of Notice. Notice of the time, place, and purpose of any meeting of the Members may be waived by email or other writing signed by the Member and delivered to the Association before such meeting.

2.14. Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of the Members may be taken without a meeting through a written ballot delivered to every Member entitled to vote on the matter.

A. The written ballot allowed by this Section shall:

- 1) Set forth each proposed action and provide an opportunity to vote for or against each proposed action unless the Board or the Governing Documents provide otherwise.
- 2) Indicate there is no minimum number of responses needed to meet any quorum requirements.
- 3) Unless a different percentage is required by the Governing Documents or any applicable law, indicate that a majority vote of all Members casting ballots shall be necessary for approval of the matter.
- 4) Specify the time by which the ballot must be received by the Association in order to be counted.
- 5) Be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on each proposed action; and
- 6) Shall be sent to each Member by first-class or registered mail to the address for the Member currently on file with the Association. Members are responsible for updating the address on file with the Association for this purpose.

B. Members shall be provided not less than 30 days from the date the ballot is sent by the Association to return the ballot to the Association to be counted. Any ballot not received by the Association by the due date indicated on the ballot may not be counted.

C. Written ballots may not be revoked.

D. A written ballot under this Section may be used in connection with any annual, regular, or special meeting of the Members as set forth in Section 2.08 thereby allowing the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any such written ballot shall be counted equally with the votes of the Members in attendance at any meeting.

E. For the purposes of acting by written ballot, the number of votes cast by written ballot pursuant to this Section shall constitute a quorum of the Members.

F. Unless otherwise provided in the Governing Documents for any particular matter, a majority vote of all Members casting ballots pursuant to this Section shall be necessary for the adoption of any matter voted on by the Members.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

3.01. Number and Term of Directors. The business, property and affairs of the Association shall be managed by a Board composed of no less than three (3) and no more than nine (9) persons (hereinafter sometimes collectively referred to as "Directors" and individually as a "Director") as established by the Board. The Board shall number eight (8) as of the date of adoption of these Bylaws. Board members must be Members of the Association. At each Annual Meeting the Directors shall be elected to fill the vacancies because of expirations of Directors' terms of the office for a term of three (3) years by a majority vote of the Members. The length of terms may be altered to provide for staggered terms of Directors. Directors shall continue to hold office until their successors are duly elected and qualified.

3.02. Nomination and Election of Directors.

- A. Any Member who wishes to be a candidate for election to the Board shall submit a letter and brief resume to the President at least fourteen (14) days prior to the annual meeting. Each candidate will be given a brief time to address the members at the meeting. Voting may be by voice vote, secret written ballot or as otherwise reasonably established by the Board. The Board may establish reasonable procedures to have preliminary voting at the Annual Meeting to reduce the nominees to no more than twice as many names as the number of Board positions to be elected.
- B. Unless otherwise determined by the Board, a plurality at the Annual Meeting shall be sufficient for election to the Board. Cumulative and Split Voting is not permitted. For example, if Lot 116 has three (3) votes and there are eight candidates for three (3) positions on the Board, the Owner of Lot 116 can cast three (3) votes for three (3) different candidates, but cannot cast nine (9) votes for one (1) candidate and cannot cast two (2) votes for three (3) candidates and one (1) vote for three (3) different candidates.

3.03. Removal of Directors. Any Director appointed by the Board may be removed from office with or without cause as decided upon by a quorum of the Board members at any meeting of the Board called for such purpose. An elected Director may be removed as provided by Utah law.

3.04. Vacancies. Vacancies in the Board shall be filled by election by a majority of the remaining Board members. Each person so elected to fill a vacancy shall remain a Board member until removed or a successor has been elected by the Members, who may make such election at the next Annual Meeting or at any Special Meeting duly called for that purpose.

3.05. General Powers and Duties. The Board shall have the complete and exclusive care, custody and control of the Association's properties and shall exercise all of the corporate powers subject to the provisions of the laws of the State of Utah and the Governing Documents. The entire management of the Association, its affairs, its properties and assets, is vested exclusively in the Board. The Board may take whatever action it deems necessary or appropriate to enforce and ensure compliance with the Governing Documents.

3.06. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of said Director's duties.

3.07. Meetings of the Board. The Annual Meeting of the Board shall be held each year immediately after, and at the same place as, the Annual Meeting of Members, and without Notice other than Notice of the Annual Meeting of the Members. In addition to other business, Officers shall be elected at this meeting. Other meetings of the Board may be called by the President or by any three (3) or more Board members upon written notice thereof, signed by the President.

Any Director may participate in a meeting and be considered present using of any means of communication by which all meeting participants can reasonably communicate with one another during the meeting such as skype, email, electronic or other means.

3.08. Place of Meeting. Any or all meetings of the Board of the Association may be held within or outside of the State of Utah; provided, however, meetings shall be held at the principal office of the Association unless provided otherwise pursuant to a Bylaw or resolution adopted by the Board.

3.09. Notice of Meetings. Notice stating the place, day and hour of all meetings, shall be delivered not less than two (2) days nor more than thirty (30) days before the date of the meeting, either personally, by mail or email, by or at the direction of the President, Secretary or the officer or persons calling the meeting, to each Director. If

mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Board member at the address as it appears on the records of the Association, with postage prepaid.

3.10. Waiver of Notice. A director may waive notice of the time, place and purpose of any meeting of the Board may be waived by email, personal contact with the president, or other writing delivered to the Association before such meeting. The attendance of a Board member at a meeting shall constitute a Waiver of Notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.11. Quorum of Directors. A majority of the Board members shall constitute a quorum for the transaction of business of the Association, but a lesser number may adjourn from time to time without notice other than an announcement at the meeting until a quorum shall attend. The act of the majority of the Board present at the meeting at which a quorum is present shall be the act of the Board.

3.12. Presumption of Assent. A Board member of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Board member's dissent shall be handled as permitted and required by the Utah Code.

3.13. Informal Action by the Board. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at the meeting of the Directors, may be taken without a meeting if a majority of all Board members vote for the action and provided all Board members either vote for, against or abstain from voting. Email, including acknowledgment of having received the email, shall be an acceptable form of Notice and shall be considered a signed writing. A Director who has received an email but who does not respond to a request for action without a meeting shall be deemed to have abstained from voting. All Directors shall be deemed to have waived the right to demand action only be taken with a meeting if they have voted or have acknowledged receipt of the email with respect to the proposed action.

## ARTICLE IV

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.01. Powers. The Board shall have power to:

A. Adopt and publish rules and regulations governing the use of the Property, and the conduct of the Members and their guests on the Property, and to establish



penalties for violation of the Governing Documents of the Association or of the Bear Lake Water Company, including but not limited to fines.

- 1) The Board may assess a fine against an Owner for a violation by the Owner or his guests of the Association's Governing Documents after the requirements described in Subsection (2) are met.
- 2) Before assessing a fine under Subsection (1), the Board shall:
  - a) notify the owner of the violation; and
  - b) except as provided in (d) below, inform the owner that a fine will be imposed if the violation is not remedied within a time not less than 48 hours; or
  - c) inform the owner that the violation is not capable of being remedied or the Owner has previously been informed of the violation; or
  - d) in the event of:
    - i. the use of fireworks, or
    - ii. discharging firearms; or
    - iii. hunting; or
    - iv. open solid fuel fires; or
    - v. unauthorized snow plowing

no time to cure is required for the 5 violations above and a fine may be assessed concurrent with notice of the violation. A fine may also be assessed immediately in the event of continuing or additional other violation of governing documents that occurs within one year after the board has given the lot owner written warning or has assessed a fine for that violation against the lot owner under this section.

- 3) a) A fine assessed under Subsection (1) shall:
  - i. be made only for a violation of a rule, covenant, condition, or restriction that is listed in the Governing Documents (including those of the Bear Lake Water Company);
  - ii. be in an amount less than or equal to that specifically provided for in the Fines for Infractions section of the Governing Documents, established by Board resolution from time to time, such resolution becoming an official part of the Governing Documents, for specific types of violations and that are posted on the Association web site, or in an amount commensurate with the nature of the violation, and
  - iii. accrue interest and late fees as provided in the Governing Documents.

b) Unpaid fines may be collected as an unpaid assessment and lien rights to enforce payment of the same as set forth in the Governing Documents or as otherwise permitted by law.

- 4) An Owner who is assessed a fine under Subsection (1) may request an informal hearing to protest or dispute the fine within 30 days after the day on which the fine is assessed.
  - a) A hearing requested under Subsection (4) shall be conducted in accordance with standards provided in the Governing Documents.
  - b) No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.
- 5) An Owner may appeal a fine issued under Subsection (1) by initiating a civil action:
  - a) if the Owner timely requests an informal hearing under Subsection (4), within 180 days after the day on which a final decision from the informal hearing is issued; or
  - b) if the Owner does not timely request an informal hearing under Subsection (4), within 180 days after the day on which the time to request an informal hearing expires.

B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of the Governing Documents.

C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

D. Employ a manager, a management company, an independent contractor or such other employees as they deem necessary to accomplish and fulfill the purposes of the Association.

E. Provide such maintenance and improvements as provided for or allowed by the Declaration.

F. Pay salaries or other compensation to Board members and officers for personal services actually rendered by them, but such salaries or compensation shall not be in excess of a reasonable allowance for such personal services rendered by such Board member and officers.

G. Elect officers as provided in Article V. All officers, except for the Secretary and Treasurer, shall be Board members. Assistants to officers may be elected by the Board, and such assistants need not be Board members.

H. Appoint such other officers and agents as the Board may deem necessary for transaction of the business of the Association.

I. Delegate, for any reason deemed sufficient by the Board, whether occasioned by absence or otherwise, all or any of the powers and duties of any officer to any other officer or Board member, but no officer or Board member shall execute, acknowledge or verify any instrument in more than one capacity.

J. Appoint by resolution an executive committee composed of two (2) or more Board members who, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the business of the Association between meetings of the Board.

K. Require any officer or agent to file with the Association a satisfactory bond conditioned upon the faithful performance of duties.

4.02. Duties. It shall be the duty of the Board to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to make the same available for inspection by Members upon reasonable request.

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. As more fully provided in the Declaration, to:

- 1) Fix the amount of any assessment against each Lot at least thirty (30) days in advance of each assessment period, as established by the Board;
- 2) Send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of each special assessment due date; and
- 3) Foreclose, with board approval, the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same. No Director or any immediate family member of any Director shall be allowed to purchase property at the foreclosure sale of any Association lien, except as the agent of the Association where the purchase is made for and in behalf of the Association. Any Director or immediate family member of any Director who purchases property at

the foreclosure sale of any Association Lien shall either take title in the name of the Association or shall hold title to the property as trustee for the benefit of the Association. No Director shall be allowed to purchase property from the Association which the Association acquires through the foreclosure sale of any Association lien unless the property has been offered to all Members for no less than 60 days upon the same terms and conditions as contained in the Director's offer and a majority of the members of the Board has approved the terms and conditions of the sale.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

E. Procure and maintain adequate liability and hazard insurance on Property owned by the Association, if any.

F. Cause all officers or employees having fiscal responsibilities to be bonded, if the Board determines it to be in the best interest of the Association.

G. Cause the Common Areas, if any are established, to be maintained and kept in good repair.

H. Cause the roads serving the Property to be maintained.

I. Notwithstanding anything herein to the contrary, the Board's powers, prerogatives, duties and responsibilities shall be vested in them and shall be exercised by them strictly in a fiduciary capacity to carry out, perform and accomplish the pursuits and objects of the Association, and their powers are expressly limited to do nothing nor accompany any act which would be in contravention or derogation of the pursuits and objects as stipulated above.

4.03. Indemnification and Limitation of Liability of Directors. Except if limited and mandated otherwise by the Utah Code, the Association shall defend, indemnify and hold harmless all current and former Directors against all costs, expenses and liabilities arising out of any claim or proceeding which any Director may become involved with by reason of his or her being or having been a Director, if the Director's conduct was not the result of willful misconduct by the Director. The Association hereby eliminates or limits the liability of Directors to the Association or to its Members for monetary damages for any action taken or any failure to take action as a Director, except as prohibited by the Utah Code or to the extent that the claim was the result of willful misconduct by the Director.

4.04. Conflicting Interest Transactions. Transactions in which a Director has a conflicting interest will be handled in accordance with the Utah Code. Each Director's "conflicting transaction" which has not otherwise been established to be fair to the Association, is to be presented to the Members or Board for approval. Directors may take action with respect to a Director's conflicting interest transaction by the affirmative vote of a majority of those "qualified Directors" after receipt of the "required disclosure". For purposes of such action, a majority of the qualified Directors on the Board constitutes a quorum. Such action is not affected by the presence or vote of a Director who is not a qualified Director.

## ARTICLE V

### OFFICERS

5.01. Member. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Secretary and a Treasurer, each of whom shall be elected by the Board for a term of not more than one (1) year. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board.

5.02. Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever, in its judgment the best interests of the Association would be served thereby and without cause.

5.03. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.04. The President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed. The President shall, in general, perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time.

5.05. The Vice-Presidents. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform each other's duties as from time to time may be assigned by the President or by the Board.

5.06. The Secretary. The Secretary shall:

A. Keep the minutes of the Members' and the Board's meetings in one or more books or in an electronic file, including adequate backup copies.

B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. Be custodian of the corporate records.

D. Keep a register of the name, mailing address and, if approved by the Member, the email address of each Member, which shall be furnished to the Secretary by such Member.

E. Record the votes at meetings of the Board and of the Association.

F. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

5.07. The Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall:

A. Have charge and custody of, and be responsible for, all funds and securities of the Association; receive monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of ARTICLE VI of these Bylaws; and

B. In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

5.08. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or the Treasurer, respectively, or by the President or the Board.

5.09. Salaries. The salaries, if any, of the officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a Board member of the Association.

5.10. Indemnification of Officers. Except if limited and mandated otherwise by the Utah Code, the Association shall defend, indemnify and hold harmless any and all current and former Officers against all costs, expenses and liabilities arising out of any claim or proceeding which any Officer may become involved with by reason of his or her being or having been an Officer; provided, however, the foregoing shall not apply if, and to the extent, that the claim or proceeding was the result of willful misconduct by the Officer.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.01. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Association, and such authority may be general or confined to specific instances.

6.02. Loans. No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

6.03. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be directed and determined by resolution of the Board.

6.04. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

## ARTICLE VII

### FISCAL YEAR

The fiscal year shall be the year beginning on the first day of January, and ending on the last day of December of each year.

## ARTICLE VIII

### DUES, FEES, ASSESSMENTS AND FINES

8.01. Dues, Fees and Assessments. The Board shall fix and determine from time to time the dues, fees, assessments and fines to be paid by each Member. The dues, fees, assessments and fines collected shall be paid over to the Association and held for the uses and purposes of the Association. The officers of the Association are authorized to bring an action at law against any Member for any dues, fees, assessments and fines which are delinquent, and all rights and privileges of a Member shall be automatically suspended during the continuance of any such delinquency.

8.02. Lien Rights. The Association, for the purpose of enforcing payment of said dues, fees, assessments and fines, shall have a lien against the interest of any Member in said Member's Lot in Sweetwater Park to secure the faithful performance or compliance with the Governing Documents and the full and prompt payment of all dues, fees, assessments and fines levied by the Board.

## ARTICLE IX

### RENTAL OF LOTS AND IMPROVEMENTS TO LOTS

The Declarations and Governing Documents prohibit any commercial trade or business from being conducted on any Lot. This includes short-term rentals which are defined as any rental for a period less than one (1) month to a non-owner.

9.01 No Lot in the Association, or any improvement thereon, or any part thereof, may be held out for rent without expressly stating in the advertisement or listing in clear and conspicuous language the following: (1) that the CC&Rs of the Homeowners Association in which the Lot is located prohibit the rental of any Lot in the Association for a period of less than one month, and (2) that the rental period for the Lot being advertised or listed must therefore be at least one month, or at least 30 days, in length in order to be in compliance with the CC&Rs of the Association.

9.02 Enforcement Action Against Owner. The Association may levy fines or take any other enforcement action available to it under the Governing Documents or at law or equity against any Owner for the Owner's or Owner's renter's violation of the provisions of this Article IX or any other provision of the Governing Documents.



## **ARTICLE X**

### **SNOW REMOVAL**

All snow removal, which currently is the responsibility the Association on main roads within the Association, must be under the direction of an Association Member who is approved by the Board. Any commercial snow removal on Association roads must be done by a bonded contractor approved by the Board. Further, the Bear Lake Water Company may prohibit snow removal on sections of the Association Road system if required to protect water system infrastructure.

## **ARTICLE XI**

### **OPEN FIRES, FIREWORKS AND HUNTING**

Fireworks of any kind are always prohibited on all properties in the Sweetwater Park HOA boundaries. Further, no external solid fuel fires, e.g., wood, charcoal, etc., are permitted at any time on any property in the Sweetwater Park HOA boundaries. This Article does not preclude inside cabin or home solid fuel fireplaces or external fire pit fires for which the fuel is propane or natural gas.

No hunting or discharge of firearms is permitted at any time in the Sweetwater Park HOA boundaries.

## **ARTICLE XII**

### **PETS**

At all times the pets of the members and their guests must be under the Owner's control. This means that no person should be intimidated, harassed, or disturbed by any pet. Natural wildlife is also to be left undisturbed by pets. Responsibility for compliance with this By-law rests with pet owners, whether members or guests.

### **ARTICLE XIII**

#### **PARKING**

The roads of the Sweetwater Parkway are not to be blocked, wholly or partially, by parked cars, boats, trailers, etc. in any manner that impedes normal or emergency traffic. RV trailers are not to be set up on the roads. Intersections are not to be blocked by vehicles in any manner, summer or winter. If a parked vehicle or trailer blocks a road, in whole or part, it is subject to be towed at the Owner's expense. Parking of vehicles will be limited to only properties with a dwelling on them and only on improved parking surfaces. There is no limit to the number of cars/trucks with valid registration, but will be limited for winter storage (November 15<sup>th</sup> through April 1<sup>st</sup>) to no more than 1 boat, 1 RV, and 1 utility trailer on each property's improved surface.

### **ARTICLE XIV**

#### **PROCEDURE FOR OBTAINING BUILDING APPROVAL FOR A DWELLING OR EXCAVATION IN THE ASSOCIATION**

No excavation, vegetation removal, planting or construction on a Lot may take place until the Member obtains an authorization letter from the Association. Steps to be followed prior to any excavation, vegetation removal, planting and construction are outlined in the "PROCEDURE FOR OBTAINING APPROVAL TO SEEK A PERMIT TO BUILD" which is located on the website ([www.swphoa.com](http://www.swphoa.com)).

### **ARTICLE XV**

#### **SEAL**

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the state of incorporation and the words "Corporate Seal".

## **ARTICLE XVI**

### **WAIVER OF NOTICE**

Whenever any notice is required to be given to any Member or Board Member of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Utah Revised Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XVII**

### **AMENDMENT OF BYLAWS**

17.01. Amendment by Members. These Bylaws may be amended, altered, changed, added to or repealed by an affirmative vote of a majority of the Members at any Annual Meeting or special meetings of the Members if notice of the proposed amendment, alteration, change or repeal is contained in the notice of the meeting.

17.02. Amendment by Board. These Bylaws may also be amended, altered, changed, added to or repealed by an affirmative vote of a majority of the Board at any Annual Meeting or special meetings of the Board if notice of the proposed amendment, alteration, change or repeal is contained in the notice of the meeting. The Board may not amend Bylaws for matters reserved to Members by the Utah Code. Bylaws pertaining to the qualifications, voting rights and property rights of Members shall not be amended or repealed unless such change receives at least a majority of the votes which Members present at a duly called meeting of Members are entitled to cast.

17.03. Prohibitive Amendments. The Members or the Board shall not be permitted to amend the Bylaws contrary to the provisions of the Articles of Incorporation.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

18.01. Waiver. Failure or delay on the part of the Association to enforce any term or provision of these Bylaws or Declaration, or to declare any Member in violation of the same, irrespective of how long such failure or delay continues, shall not constitute a waiver by the Association of any right which it may have to enforce such provision or of any of its rights hereunder in the future.

18.02. Savings Clause. If any section, subsection, sentence, clause or phrase of these Bylaws is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remaining portions of these Bylaws, which shall remain binding and enforceable against the Members of the Association.

The foregoing By-laws were adopted by a unanimous vote (7-0) of the Sweetwater Park Homeowner's Association Board of Directors at a Special Meeting of the Board of the Association, on the 7th day of April, 2023.

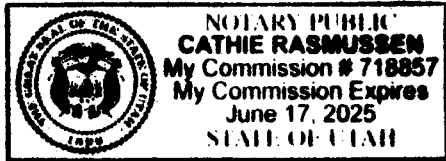
**SWEETWATER PARK HOMEOWNERS' ASSOCIATION, INC.**

Attest: *Frank B. Corgiat*  
FRANK B. CORGIAT, President / Member

STATE OF UTAH

County of Rich

On the 1<sup>st</sup> day of May personally appeared before me, FRANK B. CORGIAT, who being by me duly sworn did say that he is a Member / Officer of the Sweetwater Park Homeowners' Association, Inc., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and duly acknowledged to me that said corporation executed the same.



*Cathie Rasmussen*  
NOTARY PUBLIC FOR UTAH  
Commission Expires: June 17, 2025  
Residing at: Garden City