

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
OLYMPUS SHADOWS SUBDIVISION

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OLYMPUS SHADOWS SUBDIVISION recorded _____, _____ in Book 458 at page 1445 of the Records of Salt Lake County, entry number 3025991, (the Declaration) is made this _____ day of _____, 2012 by the affirmative assent or vote of 75% of the owners of lots 1 through 21 of Olympus Shadows Subdivision.

1. There are no longer any Class "B" members; each lot is entitled to one (1) vote.
2. Other than the private streets, there are no other common areas in the Subdivision.
3. All lots are subject to regular annual assessments determined by the Board of Trustees.
4. Improvements or additions to lots shall be permitted so long as they comply with the requirements of the City of Holladay, provisions of the Declaration pertaining to improvements and additions being hereby superseded.
5. Uses of the properties shall be in compliance with the laws and ordinances of the City of Holladay, provisions of the Declaration pertaining to permitted uses being hereby superseded.

Except as modified herein, said Declaration remains in full force and effect.

<i>Stephen Walker</i>	12-12-14
<i>Keith D. Dwyer</i>	12/12/14
<i>Carol A. Walker</i>	12/12/14

Board of Trustees

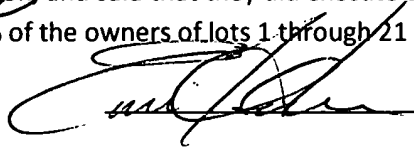
Date

STATE OF UTAH)

County of Salt Lake) ss.

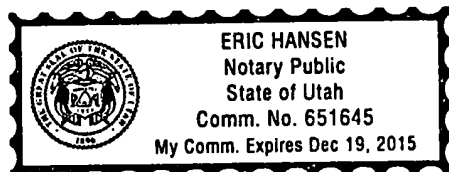
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01/14/2015 02:43 PM \$67.00
Book - 10288 Pg - 7848-7864
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STEVE WALKER
5828 WHITEWATER DR
SALT LAKE CITY UT 84121
BY: EEP, DEPUTY - WI 17 P.

Appeared before me this 12 day of December, ~~2012~~ ²⁰¹⁴, Stephen Walker
Keith D. Dwyer and Carol A. Walker the Trustees of Olympus Shadows
Homeowner's Association) and said that they did execute the foregoing instrument pursuant to the
affirmative vote of 75% of the owners of lots 1 through 21 of Olympus Shadows Subdivision.



Notary Public

(Seal)



BY-LAWS OF
OLYMPUS SHADOWS HOMEOWNER'S ASSOCIATION
AS AMENDED IN 2008

- ARTICLE I

Definitions

The following terms used in these By-Laws are defined as follows:

1. "Association" means OLYMPUS SHADOWS HOMEOWNER'S ASSOCIATION, its successors and assigns.

2. "Community Services" shall include any and all of the purposes now set forth in the Articles of Incorporation of the Association, or as the same maintenance of common areas.

3. "Common area" and "Common facilities" shall mean all real property owned, leased, and controlled or occupied by the Association for the common use and enjoyment of the members of the Association. '•;

4. ~~"Special common areas" are to be used by and limited to sub groups of members who choose to affiliate and pay additional fees for the construction and maintenance of such areas.~~

5. 4."Service area" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. 5. "Lot" shall mean and refer to a recorded lot within the existing property or any other properties annexed pursuant to the Declaration, upon which there has been or will be constructed a single family residence, (but shall not mean to include any common area), and such additional lots adjacent to the Association whose owners agree to abide by these by-laws and all or some of the provisions of the Declaration of the Association.

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

8. 7."Owner" shall mean and refer to one or more persons or entities who are the record owner of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

9. "Declarant" shall mean and refer to Whitewater Development Corporation and Mr. Darwin Knudson, their successors and assigns.

10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the service area, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

11. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

12. "Conveyance" shall mean and refer to the conveyance of a fee simple title.

ARTICLE II

OFFICE

Principle Office: The principle office for the transaction of the business of the Association is hereby fixed and located in the County of Salt Lake, State of Utah, The Board of Trustees is hereby granted full power and authority to change said principal office from one location to another within said Salt Lake County.

ARTICLE

III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or contract purchaser of any lot which is subject to covenants of record to assessment or assessment by the Association be subject to the provisions of the Articles of Incorporation and these By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership or the contract purchase of any lot which is subject to, assessment by the Association. Ownership or contract purchase of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged, or

alienated in any way, except upon the sale or encumbrance of such lot; and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Termination of Membership. Membership in the Association shall automatically terminate when such member sells and transfers the lot...

Section 4. Voting Rights. The Association shall have ~~two~~ one classes of voting membership. ~~Class 'A', Class 'A' members~~ Members shall be all those owners as defined in Article III with the exception of the Declarant. ~~'Class 'A' members~~ Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. ~~The Declarant shall be authorized to issue three thousand (3,000) Class 'A' memberships.~~

~~Class 'B'. Class 'B' members shall be the Declarant. The Class 'B' member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III. The Declarant shall be authorized to issue three thousand (3,000) Class 'B' memberships.~~

Section 5. Membership Certificate. In its discretion, the Board of Trustees of the Association may, but need not, issue appropriate membership certificates evidencing membership in the Association.

Section 6. Plural Memberships. A member may own more than one membership in this Association by complying with the qualifications of membership as set forth in Section 1 of this Article.

Section 7. Dues and Assessments. All ~~Class 'A'~~ members of the Association shall be jointly, severally and personally liable for the payment of such dues and assessments as may from time to time be fixed and levied by the Board of Trustees pursuant to the provisions of Article V Section 1 (e) and (f) of these By-Laws; provided, however, that such levy must be applied in a uniform manner among all ~~Class 'A'~~ members. If such dues and assessments are not paid by the

member when they are due, they shall bear interest from date of delinquency at the rate of ten percent (10%) per annum, and the Board of Trustees may require the delinquent member to pay a late charge. ~~Class 'B' members shall be exempt from such dues and assessments.~~

Section 8. Enforcement of Payment of Dues and Assessments. Should any member fail to pay his dues and assessments before delinquency, the Association^ in the discretion of the Board of Trustees, shall have the right to enforce payment of such delinquent dues and assessments by (a) filing and maintaining legal action against such delinquent member, or (b) recording in the office of the Recorder of Salt Lake County a claim of lien for such delinquent dues and assessments against the estate and improvements thereon owned by the delinquent member and by foreclosing such lien in accordance with the laws of the State of Utah then in effect governing the foreclosure of mortgages or real property. Any member who has failed to pay his or her dues shall not be entitled to cast votes in person or by proxy at any meeting of the members. In addition, the Trustees may, in their discretion, discontinue services provided by the Association to any member whose dues or assessments are one year in arrears, after first giving ten days written notice to such member as provided in Article IV Section 4 for notices of meetings.

There shall be added to any claim hereunder the amount of such delinquent dues and assessments, the late charge, the costs of preparing and filing the complaint or the lien, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. No membership may be transferred to a subsequent lot owner until all dues, interest, penalty charges, or judgments have been paid in full, and (c) by disallowing access into delinquent members property and restriction access through Association streets and use of common facilities.

Section 9. Curing of Delinquency. Upon the timely curing of any delinquency for which a notice of claim of lien or any such action has been filed by the Association pursuant to Section 8, the officers of the Association shall file or record an appropriate release of such notice or dismissal of such action, as the case may be, upon the payment by the delinquent member of a fee, to be determined by the Board of Trustees, to cover the costs of preparing or filing and recording such release, together with the payment of such other costs, interests, or fees as shall have accrued in connection with the delinquency.

ARTICLE IV

Meetings of Members

Section 1. Place of Meeting. All meetings of members shall be held at the principal office of the Association, or at such other place in the County of Salt Lake as may be fixed from time to time by resolution of the Board of Trustees.

Section 2. Annual Meetings. The first annual meeting of the members shall be held in Salt Lake County within one (1) year after the recording of the subdivision; each subsequent regular annual meeting of the members shall be held ~~on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. in Salt Lake County~~ Holladay, UT, ~~provided, however, that~~ on a date fixed by the Board by resolution ~~may fix a date for the meeting no more than thirty (30) days before or after said date.~~ If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the members for any purpose may be called at any time by the Board of Trustees, or by any three or more members thereof, or by one or more members holding not less than thirty percent (30%) of the voting rights of the members of the Association.

Section 4. Notices of Meetings. Written notice of meetings, annual or special, shall be given to each member entitled to vote, either personally or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Association, or supplied by him to the Association for the purpose of notice. All such notices shall be sent to each member entitled thereto not less than ten (10) days before each meeting, and shall specify the place, the day, and the hour of such meeting, and in case of special meetings, the general nature of the business to be transacted. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail.

When any meeting of members, either annual or special, is adjourned for ~~thirty~~ thirty(30) days or more, notice of the time and place of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement thereof at the meeting at which such

adjournment is taken.

Section 5. Quorum. Those present at the meeting of members entitled to cast votes or of proxies entitled to cast votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Except where a greater portion of the voting power is required by the Articles of Incorporation, the Declaration, or these By-Laws, a two-thirds majority of the voting power present, in person or by proxy, shall prevail at all meetings.

Section 6. Proxies. Every member entitled to vote or execute consents shall have the right to do so either in person, or by an agent authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary of the Association, provided that no such proxy shall be valid after the expiration of the eleven (11) months from the date of the execution.

Section 7. Action Without Meetings. Any action which, under any provisions of the Articles, these By-Laws, or the General Nonprofit Corporation Law of the State of Utah, may be taken at a meeting of members entitled to exercise a two-thirds majority of the voting power of the Association and filed with the Secretary of the Association.

ARTICLE V

Trustees

Section 1. Powers. Subject to limitations of the Articles of Incorporation, the Declaration, or these By-Laws and of the Utah Corporation Code as to action to be authorized or approved by the members, and subject to the duties of the trustees as prescribed by these By-Laws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board of Trustees. Without prejudice to such general powers but subject to the same limitations, the trustees are vested with and shall have the following powers; to wit:

- (a) To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and/or these By-Laws, ~~to fix their compensation~~ and to require

from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with law, with the Articles of Incorporation, the Declaration, and/or these By-Laws, as the Board may deem necessary.

(c) To change the principal office for the transaction of the business of the Association from one location to another within the County of Salt Lake, as provided in Article II hereof; to designate any place within said County or the holding of any annual or special meeting or meetings of members; to adopt and use a corporate seal, and to prescribe the form of certificate of memberships to such persons as shall be eligible for membership, as provided in Article III of these By-Laws.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, or other evidences of debt and security therefore.

(e)- To fix and levy from time to time regular dues and assessments upon the members of the Association; to fix and levy from time to time in any 'calendar year special assessments applicable to that year only for capital improvements with the assent of two-thirds of the voting members; to determine and fix the due date for the payment of such dues and assessments, and the date upon which the same shall become delinquent; provided, however, that such dues and assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement, or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its members, and the Board of Trustees is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the

Association or welfare of its members. Such assessments shall be fixed at a uniform rate for all ~~Class 'A'~~ members. Should any member fail to pay such dues and assessments before delinquency, the Board of Trustees in its discretion is authorized to enforce the payment of such delinquent dues and assessments as provided in Article III, Section 8, of these By-Laws

(f) To enforce the provisions of the Declaration covering the service area, these By-Laws or other agreements of the Association.

(g) To contract for and pay fire, casualty, liability and other insurance, insuring the lot owners and common area, including bonding of the members of any management body, if deemed advisable by the Board.

(h) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the common area and to employ personnel necessary for the operation of the project, including, legal services, and accounting services. To contract for and pay for improvements and community facilities.

(i) To delegate its powers according to law, and subject to the approval of the members, to adopt these By-Laws.

(j) To grant easements where necessary for utilities over the common area to serve the common areas and the lots.

Section 2. Number and Qualification of Trustees. The Board of Trustees shall consist of the number of trustees named in the Articles of Incorporation (not less than three nor more than nine) until changed by amendment of the Articles, or by an amendment to this Section 2 of these By-Laws, fixing or changing such number, adopted by the vote or written assent of members entitled to exercise a majority of the voting power. A person may serve as a trustee without being a member of the Association.

Section 3. Election and Term of Office. Until the holding of the organizational meeting of the members referred to in Section 2, Article IV, of these By-Laws, the Board of Trustees shall consist of those trustees v/ho constituted the incorporators of this Association. The trustees shall be elected at each annual meeting of members, but if any such annual meeting is not held, or if the trustees are not elected thereat, the trustees may be elected at any special meeting of members held for that purpose. All trustees shall

hold office until their respective successors are elected.

Section 4. Vacancies,. Vacancies on the Board of Trustees may be filled by a majority of the remaining trustees, though less than a quorum, and each trustee so elected shall hold office until his successor is elected at an annual meeting of members, or at a special meeting called for that purpose.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any trustee. If the members shall increase the authorized number of trustees but shall fail to elect the additional trustees as provided for at the meeting at which such increase is authorized, or at an adjournment thereof, or in case the members fail to at any time elect the full number of the authorized trustees, a vacancy or vacancies shall be deemed to exist.

The members may at any time elect trustees to fill any vacancy not filled by the trustees, and may elect the additional trustees at the meeting at which an amendment of the By-Laws is voted authorizing an increase in the number of trustees.

If any trustee tenders his resignation to the Board of Trustees, the Board shall have power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of trustees shall have the effect of removing any trustee prior to the expiration of his term of office.

Section 5. Place of Meetings. All meetings of the Board of Trustees shall be held at ~~the principal office of the Association~~ one of the Lots or at any other place or places within the County of Salt Lake designated at any time by resolution of the Board or by written consent of all members of the Board.

Section 6. ~~Organization~~ Meetings. As a part of or ~~±~~ immediately following each annual meeting of the members, the Board of Trustees shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business.

Section 7. Other Regular Meetings. Other regular meetings of the Board of Trustees may be held without call at such place and day and hour as may be fixed from time to time by resolution of the Board of Trustees; provided, should said day fall upon a legal holiday, then the meeting which otherwise would be held-on said day shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Board of Trustees is hereby dispensed with.

Section 8. Special Meetings - Notices. Special

meetings of the Board of Trustees for any purpose may be called at any time by the Chairman or by the President, or if they are unable to or refuse to act, by the Vice President or by any two trustees.

Written notice of the time and place of special meetings shall be delivered personally to the trustees or sent to each trustee by letter ~~or by telegram~~, postage or charges prepaid, addressed to him at his address as it is shown upon the records of the Association. In case such notice is mailed ~~or telegraphed~~, it shall be deposited in the United States Mail ~~or delivered to the telegraph company~~ at or near the place in which the principal office of the Association is located at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, ~~telegraph~~ or delivery as provided herein shall be due, legal and personal notice to each such trustee.

Section 9. Notice of Adjournment. Notice of adjournment of any Trustees' meeting, either regular or special, need not be given to absent trustees if the time and place are fixed at the meeting adjourned.

Section 10. Waiver of Notice. The transaction of any business at any meeting of the Board of Trustees, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the trustees not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the records of the Association or make a part of the minutes of the meeting.

Section 11. Quorum. A majority of the number of trustees as fixed by the Articles of Incorporation or these By-Laws shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision made or done by a majority of the trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 12. Adjournment. A quorum of the trustees may adjourn any Trustees' meeting to meet again at a stated day and hour; provided, however, that meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 13. Consent of Board Obviating Necessity of Meeting. Notwithstanding anything to the contrary contained in these By-Laws, any action required or permitted to be taken by the Board of Trustees may be taken without a meeting

if all members of the Board of Trustees shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such trustees.

Section 14. Fees and Compensations. No trustee or officer shall receive any salary for his services as such officer or trustee. Nothing herein contained shall be construed to preclude any trustee or officer from serving the Association as agent, counsel, or any capacity other than as such trustee or officer, and receiving compensation therefore, provided that the vote of any trustee who is selected to so serve and receive compensation shall not be counted when selection is made.

Section 15. Presiding Officer. The members of the Board of Trustees shall elect one of their number to act as Chairman and one of their number to act as Secretary. The Chairman shall preside at all meetings and the Secretary shall record the minutes of all meetings of the Board of Trustees and of the members.

Section 16. Indemnification of Trustees, Officers, and Employees. Except to the extent prohibited by then applicable law, this corporation shall reimburse, indemnify and hold harmless each present and future trustee, officer, and employee of this corporation and each person who, at the request of this corporation acts as a trustee, officer or employee of any other corporation in which this corporation has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments, in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which he may be involved or make a party by reason of his being or having been a director, officer or employee of this corporation or such other corporation, or by reason of any action alleged to have been taken or omitted by him in such capacity, if a disinterested majority of the Board of Trustees of this corporation (or, if a majority of the Board of Trustees is not disinterested, then independent legal counsel) determines in good faith that such person was acting in good faith (a) within what he reasonably believed to be the scope of his authority or employment, and (b) for a purpose which he reasonably believed to be in the best interests of the corporation.

The right of indemnification provided in this section shall inure to each person referred to in this section, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this section and in the event of his death shall extend to his legal representatives. The right of

indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law (including, without limitation, his rights under the Utah State Corporations Code) or under any agreement, vote of trustees or stockholders or otherwise.

ARTICLE

VI

Officers

Section 1. Officers. The officers shall be a President, Vice President, a Secretary, and Treasurer, which officers shall be elected by and hold office at the pleasure of the Board of Trustees. Each of the officers may, but need not be a member of the Board of Trustees. Any two or more of such offices may be held by the same person except the offices of President and Secretary, which may not be held by the same person. The office of President and all other offices may be held by someone who is not a member of the Board, of Trustees.

Section 2. Election. The officers, of the Association, except such officers as may be appointed in accordance with the provisions of Section. 3 or Section 5 of this Article, shall be chosen annually by the Board of Trustees, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or until his successor shall be elected and qualified.

Section 3. Subordinate Officers. The Board of Trustees may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Trustees may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the vote of a majority of all the trustees then in office at any regular or special meeting of the Board at which a quorum is present.

Any officer may resign at any time by giving written notice to the Board of Trustees or to the President or to the Secretary of the Association. Subject to the provisions of Section 4 of this Article, any such resignation shall take effect as of the date of the receipt of such notice or at any later of such resignation shall not be necessary to make it effective.

Section 5. Vacancies A "vacancy in any office

because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 6. President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Trustees, have general supervision, direction, and control of the business and officers of the Association. The President may, but need not be, the Chairman of the Board of Trustees. He shall be an ex-officio member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of the President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Trustees or these By-Laws.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and upon the office of President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board of Trustees or these By-Laws.

Section 8. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Trustees may order, of all meetings of trustees and members, with the time and place of the holding of same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present or represented at members' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office, a membership register showing the following: (1) the names and addresses of all members of the Board of Trustees; (2) the names of the members and their addresses; (3) the property to which each membership relates; (4) the number of memberships held by each member; (5) the number of votes represented by each member; (6) the number and date of membership certificates issued, if any; and (7) the number and date of cancellation of membership certificates, if any.

The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Trustees required by the By-Laws or by law to be given, and he shall keep the seal of the Association in safe custody, and by the Board of Trustees or by these By-Laws.

ARTICLE VII

Miscellaneous

Section 1. Record Date and Closing Membership Register. The Board of Trustees may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any annual or special meeting of the members, as a record date for the determination of the members entitled to notice of and to vote at any such meeting, and in such case only members of record on the date so fixed shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer of any membership on the books of the Association after any record date so fixed. For the purpose of determining such record date, the Board of Trustees may close the books of the Association against transfer of membership during the whole, or any part, of any such period.

Section 2. Inspection of Corporate Records. The membership register, the books of account, and minutes of meeting of the members' and trustees' meetings shall be open to the inspection of the ~~directors~~ trustees and members at reasonable times from time to time and in the manner provided in the Corporations Code of the State of Utah relating thereto.

Section 3. Checks, Drafts, etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association, shall be signed or endorsed by such officer or officers and in such manner as, from time to time, shall be determined by resolution of the Board of Trustees.

Section 4. Contracts, etc.,. How Executed The Board of Trustees, except as in these By-Laws otherwise provided, 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 of Trustees, 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 tender it liable for any purpose or for any amount.

Section 5. Inspection of By-Laws. The Association shall keep in its principal office for the transaction of business the original or a copy of the By-Laws as amended, certified by the Secretary, which shall be open to inspection by all of the members at all reasonable times.

Section 6. Annual Accounting or Independent Audit.

An annual accounting, or if determined by the members or trustees to be appropriate, an independent audit of the account or accounts of the Association or any management body shall be made and a copy of such accounting or audit shall be available for the inspection of each member, officer, or trustee of the Association within thirty (30) days of completion thereof.

Section 7. Singular Includes Plural. Wherever the context of these By-Laws requires same, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE VIII .

Amendments

Section 1. Powers of Members. The By-Laws of this Association may be adopted, amended or repealed by the vote or written assent of members entitled to exercise a two-thirds majority of the voting power, or the vote of a two-thirds majority of a quorum at a meeting of members duly called for such purpose, provided the proposed amendment has been submitted to each member together with the advance notice of said meeting.

Section 2. Powers of Trustees. Subject to the right of the members to adopt, amend, or repeal these By-Laws, as provided in Section 1 of this Article, at any special or regular meeting of the Board of Trustees, the Board of Trustees may adopt, amend, or repeal any of these By-Laws, except that only by a vote of the members, as provided in Section 1 of this Article, may the following By-Laws be amended or changed:

- (a) The provisions of Article V, Section 2, relating to the number of Trustees;
- (b) The provisions of Article III, Sections 1, 2, 3, and 4 relating to number of members, qualifications of members, transfer of membership, and termination of membership;
- (c) The provisions of Article III, Sections 4, 7, and 8 relating to voting, dues, and assessments, and enforcement of payment of dues and assessments;
- (d) The provisions of Article IV, Sections 2, 3, and 4 relating to annual meetings, special meetings, and notices of meetings; and
- (e) The provisions of Article VII, Sections 2 and 6 relating to inspection of corporate records and annual accounting or independent audit.

Section 3. Record of Amendments. Whenever an amendment or new By-Law is adopted, it shall be placed in the book of By-Laws in the appropriate place. If any By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said book.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.