

11/409

**BYLAWS OF
THE COVE AT HERRIMAN SPRINGS OWNERS ASSOCIATION, INC.**

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Directors (the "Board") of The Cove at Herriman Springs Owners Association, Inc., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Association's Declaration and Articles of Incorporation.

B. The Declaration of Covenants Conditions and Restrictions for The Cove at Herriman Springs was recorded in the office of the Salt Lake County Recorder as Entry No. 9368813 on May 5, 2005 (the "Declaration"). Following the recording of the Declaration there have been multiple Supplemental Declarations recorded to annex additional property into the Association including: the Supplemental Declaration recorded on May 19, 2006 as Entry No. 9728677 which annexed Phases 4, 4A, 4B, 4C, and 4D of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 5, 2007 as Entry No. 9962929 which annexed Phases 5, 5A, 5B, 5C, and 5D of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on March 27, 2008 as Entry No. 10384311 which annexed The Estates at the Cove – Phase 1 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on August 16, 2012 as Entry No. 11452054 which annexed Phase 6 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 8, 2013 as Entry No. 11552482 which annexed Phase 5E of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on January 22, 2014 as Entry No. 11793383 which annexed Phases 5F and 5G of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on September 30, 2015 as Entry No. 12142635 which annexed Phase 9 of The Cove at Herriman Springs into the Association; the Supplemental Declaration recorded on March 2, 2016 as Entry No. 12232879 which annexed Phase 8 of The Cove at Herriman Springs into the Association; and the Supplemental Declaration recorded on April 27, 2017 as Entry No. 12523862 which annexed Phase 7 of the Cove at Herriman Springs into the Association. All property subject to the Declaration and all subsequently recorded Supplemental Declarations (whether referenced in these Recitals or not) that have annexed property into the Association shall be subject to these Bylaws.

C. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the "Project" known as The Cove at Herriman Springs, and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment. These Bylaws replace and supersede any previous bylaws of the Association and any amendments thereto.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

12523862
04/27/2017 03:21 PM #439.00
Book - 10551 Pg - 8721-8731
GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH

ESTATES CONSTRUCTION
25 S RIVERBEND WAY STE A
NORTH SALT LAKE, UT 84054
BY: MSP, DEPUTY - MT 11 P.

1.1 Name. The name of the nonprofit corporation is The Cove at Herriman Springs Owners Association, Inc., hereinafter referred to as the "Association".

1.2 Offices. The principal office of the Association shall be at 1099 W South Jordan, UT 84095.

ARTICLE II DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions for The Cove at Herriman Springs, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE III MEMBERS

3.1 Annual Meetings. The annual meeting of Members shall be held each year on a day, time, and place established by the Board, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment or postponement thereof, the Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient.

3.2 Special Meetings. Special meetings of the Members may be called by the Board, the President, the Declarant, or upon the written request of Members holding not less than ten percent (10%) of the voting power of the Members of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.3 Place of Meetings. The Board may designate any place in Salt Lake County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. Upon purchasing a Lot in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. The Board may designate a record date, which shall not be

more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of each Lot in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members duly called and noticed, more than forty percent (40%) of the Members present or represented by proxy shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after, the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the Owners present or represented by proxy at the meeting. All decisions at any such meeting shall be determined in accordance with the voting rights set forth in Section 3.8 hereof, and no decision at such a meeting can occur without the voting participation of the Class A Members referred to in Section 3.8 hereof

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Member or by the Member's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a membership is jointly held, the instrument authorizing a proxy to act may be signed by any one (1) Lot Owner. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be delivered to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Directors shall be by ballot. If a membership is jointly held, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members

present shall be deemed waived if no objection thereto is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting by obtaining the written approval of Members in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Utah Revised Nonprofit Corporation Act. Any action so approved shall have the same effect as though taken at a Member meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

ARTICLE IV BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board. The Board may exercise all powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board may by written contract delegate, in whole or in part, as Managing Agent a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The number of Directors of the Association shall be an odd number of no less than three (3) and no more than five (5) members as determined from time to time by the Members. The Board shall be appointed by the Declarant during the period of Declarant's control of the Association as set forth in the Declaration. During period of Declarant's control, the Declarant may choose to have up to two (2) Board Member positions filled by a vote of the owners. At the first annual meeting after the expiration of the period of Declarant control, the Members shall elect for a term of three (3) years Directors to fill the vacancies created. Directors may, but need not be, Members of the Association. Each Director shall hold office until his successor shall have been elected or appointed and qualified.

4.3 Regular Meetings. The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the period of Declarant control, Board meetings shall be held at the discretion of the Declarant so long as at least one Board meeting is held each year and a Board meeting is held each time the Association increases a fee or raises an Assessment.

4.4 Special Meetings. Special meetings of the Board maybe called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board called by such person or persons and shall provide a conference call-in number for Board members not able to attend in person.

4.5 Meeting Notice. Notice of any special meeting shall be given at least two (2) days prior thereto by written notice delivered personally, by email, or by telephone to all Board members and any Lot Owners who have requested notice. Any Director may waive notice of a meeting.

4.6 Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice form a Board member and providing a valid email address at which

the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.7 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.8 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Director.

4.9 Open Meetings. Except as provided below in (a) through (f), following the period of Declarant control, Board meetings shall be open to Members. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f. Discuss a delinquent assessment.

During the period of Declarant control, Board meetings may be closed to Members, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Members. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(6)(b) shall be open to all Members.

4.10 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except a Director appointed by Declarant, may be removed at any time, for or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting power of the Members of the Association at a special meeting of the Members duly called for such purpose.

4.11 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death, resignation or disqualification of a Director (other than a

Director appointed by Declarant), or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. If vacancies shall occur in the Board by reason of death, resignation or removal of a Director appointed by Declarant, such vacancies shall be filled by appointments to be made by Declarant. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.12 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V OFFICERS

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

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary and Treasurer shall be and remain Directors of the Association during the entire term of their respective offices.

5.3 Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

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

5.6 The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at meetings of the Board and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him. The president shall be invited to attend meetings of each committee.

5.7 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's and the Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as the Board may require.

5.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board. The Treasurer shall perform such other duties as the Board may require.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 Quorum and Manner of Action. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the

authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification: Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification: Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful

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

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereto: or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least sixty-seven percent (67%) of the voting power of the Members of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, insurance policies, vote of disinterested Members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future directors, officers, managers, employees, and agents of the Association and shall continue as to such persons who cease to be directors, officers, managers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a trustee, director, officer, employee, or agent or was or is serving at the request of the Association as a trustee, director, officer, manager, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit).

7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expense of the Association and shall be paid with funds from the Assessments referred to in the Declaration.

7.8 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the

payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following.

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

ARTICLE IX RULES AND REGULATIONS

9.01 Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof at least ten (10) days prior to the effective date thereof.

ARTICLE X AMENDMENTS

10.01 Amendments. Until the period of Declarant control of the Association terminates in accordance with section 4.3 of the Declaration, the Board of Directors may adopt, amend or repeal these Bylaws without the vote or consent of the Members. Thereafter, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the voting power of the Members of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total voting power of the Members of the Association, shall have been executed and verified by the current President of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. No acknowledgment of any Owner signature shall be required. No amendment shall in any way restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE XI MISCELLANEOUS PROVISIONS

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

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of

