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RASHELLE HOBBS
Recorder, Salt Lake County, UT
VIAL FOTHERINGHAM LLP
BY: eCASH, DEPUTY - EF 15 P.

**BYLAWS
OF
THE WOODS AT ROSECREST HOMEOWNER'S ASSOCIATION
SALT LAKE COUNTY, UTAH**

THESE BYLAWS OF THE WOODS AT ROSECREST HOMEOWNER'S ASSOCIATION, are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws shall have the same definition as such terms in THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WOODS AT ROSECREST ("Declaration"). "Board Member" shall mean a member of the Board of Directors.
2. These Bylaws are the original Bylaws of the Association and are adopted pursuant to Utah Code § 16-6a-206.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Member Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I APPLICATION

All members of the Association are subject to these Bylaws. The mere acquisition or rental of any of the Member Lots or parts thereof, or the mere act of occupancy or use of any said Member Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES II MEMBERS

2.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and at a time established by the Board of Directors which shall be between January 1st and March 31st. The purpose of the annual meeting is to elect Board Members and transact such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

2.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 50% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original

signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

2.3 Place of Meetings. The Board of Directors may designate any place in Salt Lake County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

2.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address 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 the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses 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 the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

2.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

2.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is 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 Units 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 and any adjournments thereof.

2.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast at least 5/7 of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled.

2.8 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 executed by the Member or by the Member's attorney when duly authorized in writing. If a Member Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Member Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

2.9 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 Member Lot of such Member, as shown 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, these Bylaws, the Declaration, or the Act. Each Member shall be entitled to one (1) vote for each Member Lot such Member owns. When more than one person owns a portion of the interest in a Member Lot, each such person shall be a Member, but the vote for such Member Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Member Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Member Lot, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Member Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

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

2.11 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, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

ARTICLE III BOARD OF DIRECTORS

3.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable

3.2 Number, Tenure, and Qualifications. The Board of Directors shall be composed of three (3) persons, each of whom shall be an owner of a Member Lot in the Project and shall meet the qualifications in the Declaration. Each Board Member shall hold their position for two (2) years or until their successor shall have been chosen and qualified, or until their death, or until their resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

3.3 Regular Meetings. The Board of Directors shall hold regular Meetings at least quarterly, at the discretion of the Board of Directors. The Board of Directors may designate any place in Salt Lake County, Utah as the place of Meeting for any regular Meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the Meeting shall be at the residence of the President of the Association.

3.4 Special Meetings. Special Meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special Meetings of the Board of Directors may fix any place, within Salt Lake County, as the place for holding the Meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a Meeting.

3.5 Notice to Owners of Meetings of the Board of Directors. The Board of Directors

shall cause written notice of the date, time, and place for all Meetings of the Board of Directors to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the Meeting except that, when a Meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the Meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the Meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means.

3.6 Meetings of the Board of Directors Open to Owners. Each Meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the Meeting.

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

3.8 Action without a Meeting. Any action that the Board is required or permitted to take at a Meeting of the Board of Directors may be taken without a Meeting. Action taken without a Meeting has the same effect as action taken at a Meeting.

3.9 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

3.10 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or

seventy-five percent (75%) of the regularly scheduled Board of Directors Meetings.

3.11 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 3.10, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

3.12 Waiver of Notice. Before or at any Meeting of the Board of Directors, any Board Member may waive notice of such Meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any Meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

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

3.14 Nomination and Election of Board Members. Nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

ARTICLE IV OFFICERS

4.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

4.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular Meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board shall serve for a term determined by the Board. In the event of failure to choose officers at such regular Meeting of the Board of Directors, officers may be chosen at any regular or special Meeting of the Board of Directors. Each such officer (whether chosen at a regular Meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular

Meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

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

4.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

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

4.6 The President. The President shall be the chief executive of the Association. The President shall preside at Meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

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

4.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any Meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

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

ARTICLE V COMMITTEES

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

5.2. Proceeding of Committees. Each Committee designated hereunder by the Board of Directors 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 of Directors.

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

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

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

Meeting of the Board of Directors.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member, incorporator, or officer of the Association, 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 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 order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

6.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Board Member, incorporator, or officer of the Association, against expenses (including attorneys' 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 the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of 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 and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

6.3 Determination. To the extent that a person who is or was a Board Member, incorporator, or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 6.1 or 6.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 6.1 or 6.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 6.1 or 6.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board of Directors cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than

fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

6.4 Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

6.5 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, 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 VII RECORDS, AUDITS, AND FISCAL YEAR

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

7.1 General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the Meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each Meeting of the Board of Directors, the minutes of the previous Meeting of the Board of Directors shall be presented to the Board of Directors for approval by a majority vote; the minutes of any Meeting of the Members shall be presented to the Board of Directors at the next Meeting of the Board of Directors for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Directors by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

7.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners.

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

7.3 Inspection of Records by Owners. Except as provided in Section 7.4 below, all

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

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

ARTICLE VIII AMENDMENTS

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Salt Lake County.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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 these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

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

EXECUTED this 6th day of April, 2020.

THE WOODS AT ROSECREST HOMEOWNER'S ASSOCIATION

BY: Mark T. Bassett

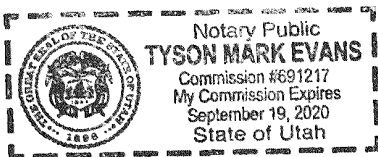
TITLE: President / Board Chair

STATE OF UTAH)

) SS:

COUNTY OF SALT LAKE)

On the 6 day of April 2020, personally appeared before me Mark T. Bassett, who by me being duly sworn, did say that he/she is the President of The Woods at Rosecrest Homeowner's Association and that the foregoing instrument was approved by the Board of Directors.



[Signature]
Notary Public

EXHIBIT "A"
Legal Description of Property

Beginning at a point said point being North 00°30'21" East 342.24 feet along the center line of 2300 East Street and North 89°48'00" East 971.02 feet from a found street monument at the intersection of 3300 South Street and said 2300 East Street, said street monument being North 00°05'30" East 1145.40 feet from the South Quarter Corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 11°52'00" West 341.01 feet to and along the east line to the Northeast Comer of Young Haven Circle Subdivision, Book V, Page 83 of official records on file in the Office of the Salt Lake County Recorder; thence South 88°42'18" East 79.86 feet; thence South 87°54'36" East 32.78 feet; thence North 209.35 feet; thence South 84°53'36" East 100.30 feet; thence South 202.30 feet; thence South 89°49'37" East 26.93 feet; thence South 11°40'00" East 334.84 feet; thence South 89°48'00" West 237.01 feet to the point of beginning;

But EXCLUDING Lots 1, 2, and 10.

Contains 7 Lots



Subdivision Name
WOODS AT ROSECREST PUD

Entry Number: 11922733 **Plat Book:** 2014P **Plat Page:** 253 **Recorded Date:** 10/1/2014 **Recorded Time:** 11:31:00
Requesting Party: THORONDOR LLC

Active Parcel Numbers Found: 11

Parcel Number	Lot/Unit	Val	Blck/Bldg	Val	Type	Property Location	City	Zip Code
16274030620000					AREA	2463 E LAMBOURNE AVE	MILLCREEK	84109
16274030630000	LOT	9				3151 S WALNUT PARK CV	MILLCREEK	84109
16274030640000	LOT	8				3161 S WALNUT PARK CV	MILLCREEK	84109
16274030650000	LOT	7				3171 S WALNUT PARK CV	MILLCREEK	84109
16274030660000	LOT	4				3201 S WALNUT PARK CV	MILLCREEK	84109
16274030670000	LOT	5				3191 S WALNUT PARK CV	MILLCREEK	84109
16274030680000	LOT	6				3181 S WALNUT PARK CV	MILLCREEK	84109
16274030690000	LOT	3				2457 E 3225 S	MILLCREEK	84109