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RECORDER, UINTAH COUNTY, UTAH  
GARDNER DEVELOPMENT  
12 S 400 W SUITE 250, SLC UT 84101

By: RANDY SIMMONS, DEPUTY

**BY-LAWS OF  
THE SPLIT MOUNTAIN VILLAGE HOMEOWNER'S ASSOCIATION, INC.**

Article I

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NAME AND LOCATION

The name of the association is the "The Split Mountain Village Home Owners Association, Inc." hereinafter referred to as "the Association", a Utah non-profit corporation. The principal office of the Association shall be located in the City of Vernal, Uintah County, Utah.

Article II

DEFINITIONS

- Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, recorded in Entry 2006012241 in the Uintah County Recorder's Office at Vernal, Utah as the same may be supplemented or amended from time to time.
- Section 2. "Member" shall mean and refer to every person or entity holding membership in the Association, as defined in the Declaration of Covenants, Conditions and Restrictions described above and further described below.
- Section 3. All other capitalized terms shall have the same meaning as set forth in the Declaration, unless otherwise defined herein.

Article III

MEMBERSHIP

- Section 1. Membership. As more fully provided in the Declaration, every person or entity who is a record owner of a Lot which is subject to the Declaration shall be a member of the Association.
- Section 2. Suspension of Membership. The voting and other rights of Members shall be subject to suspension in accordance with the provisions of the Declaration.

Article IV

BOARD OF TRUSTEES-SELECTION-TERM OF OFFICE

- Section 1. **Number.** The affairs of the Association shall be managed by a Board of seven (7) Trustees, who are Members of the Association.
- Section 2. **Term.** At the first annual meeting and each subsequent annual meeting, the Members shall elect Trustees for staggered two year terms.
- Section 3. **Procedures for Nomination, Election and Removal.** The procedures for nominating, electing and removing Trustees shall be as follows:
- (a) Nomination to the Board shall be by secret written ballot.
  - (b) Trustees shall be elected by secret ballot, with the nominee receiving the most votes for a given seat being elected as trustee.
  - (c) Trustees may be removed at a special meeting called for that purpose by vote of 66 percent of all Members of the Association voting in person or by proxy.
  - (d) In any election ballots having unclear, inconsistent, or improper markings shall be discarded.
  - (e) Members who are not within 60 days of being current on any assessments shall not be entitled to vote.
- Section 4. **Vacancies.** In the event of death or resignation of a Trustee, his successor shall be elected by the remaining directors. In the event of the removal of any Trustee, his successor shall be selected by the Members of the Association. Any election of a successor Trustee (whether by the other Trustees or by the members) shall be subject to Sections 3 and 4 of this Article. Such Trustee shall serve for the unexpired term of his successor.
- Section 5. **Compensation.** No Trustee shall receive compensation for any service he may render to the Association, unless prior permission in writing is received from a majority of the Trustees. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

## Article V

### MEETING OF TRUSTEES

- Section 1. **Regular Meetings.** Regular meetings of the Board of trustees shall be held at least quarterly at such place within the Subdivision, or at such other place, and at such times as may be fixed from time to time by resolution of the Board. Notice of meetings may be communicated by email, (confirmation required), U.S. mail, or prominent posting at a location within the Split Mountain Villages Subdivision designated by the board for posting of such notices.
- Section 2. **Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President of the Association, or by any Trustee other than the President. Notice of special meetings may be communicated by email, (confirmation required), U.S. mail, or prominent posting at a location within the Subdivision designated by the board for posting of such notices. The notice shall specify the time and place of such meeting and the nature of any special business to be conducted. The notice shall be sent or delivered to all Trustees at least 24 hours prior to the meeting.
- Section 3. **Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- Section 4. **Open Meetings.** Regular and special meetings of the Board shall be open to all Members. However, the Board is expressly authorized, when approved by a vote of a majority of a quorum of its members, to adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and other business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The governing body may take actions without a meeting if all Members consent in writing to the actions to be taken.

## Article VI

### POWERS AND DUTIES OF THE BOARD OF TRUSTEES

- Section 1. **Powers and Duties.** Except as hereinafter provided, the Association shall be managed by the Board of Trustees as agent for the members. The Board of Trustees shall, in connection with its exercise of any of the powers hereinafter

provided, constitute a legal entity capable of dealing in the Association's name. The Board of Trustees shall have, and is hereby granted, the following authority and powers:

- (1) The authority to act in the name of the "The Split Mountain Village Homeowners Association, Inc."
- (2) The power to sue and be sued.
- (3) The authority to enter into contracts, including contracts for purchase, construction and maintenance of improvements.
- (4) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained.
- (5) The power and authority to purchase, or otherwise acquire and accept title to any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (6) The authority to promulgate such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Board of Trustees in carrying out its duties in a manner consistent with the interests of the Members.
- (7) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Members.
- (8) The power and authority to make and authorize assessments of Members, and to collect those assessments pursuant to the powers granted in the Declaration.

Section 2. Limitation of Powers. The Board shall not do any act in violation of the Declaration, without the prior vote or written assent of Members representing a majority of the voting power of the Association.

#### Article VII

#### COMMITTEES

Section 1. Appointment. The Board may appoint any committees as deemed appropriate in carrying out its purposes. Members or Trustees may serve on committees as determined by the Board of Trustees.

Section 2. Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it

deems appropriate or refer them to such other committee, Trustee or officer of the Association as is further concerned with the matter presented.

### Article VIII

#### Meetings of Members

- Section 1. Annual Meetings. Annual meeting of the Members shall be held at the hour of 7:00 p.m. as noticed, within 30 days of the anniversary date of the first annual meeting.
- Section 2. Special Meetings. Special meetings of the Members shall be promptly called by the Board upon:
- (a) The vote for such a meeting by a majority of a quorum of the Board; or
  - (b) Receipt of a written request therefore signed by Members representing not less than 10% of the total voting power of the Association.
- Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, or email, (confirmation required), at least ten (10) days, but not more than ninety (90) days before such meeting, to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting; and, in the case of a special meeting, the purpose of the meeting and the nature of the business to be undertaken; and such other matters as are required by law.
- Section 4. Quorum. The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the votes of the entire Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present in person or proxy at any such meeting, the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be thirty-three and one-third (33 1/3) percent of the votes of the entire membership. If a time and place is not fixed by those in attendance at the original meeting or, if for any reason a new date is fixed for place of the adjourned meeting, notice shall be given as provided in Section 3 above.
- Section 5. Proxies and Voting. At the meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his real property. Except as otherwise provided in the Articles of Incorporation, By-Laws or Declaration, a majority of the voting power present, in person or by proxy, shall prevail at such meeting.
- Section 6. Voting Rights. The voting rights of Members are set forth in the Declaration,

and are limited to one vote per Lot.

- Section 7. Place of Meetings. Meetings of Members shall be held within the Split Mountain Villages Subdivision, or at a convenient meeting place designated by the Board.

#### Article IX

#### OFFICERS AND THEIR DUTIES

- Section 1. Enumeration of Officers. The officers of the Association shall be a President, and Vice President, who shall be members of the Board, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. Election of Officers. The election of officers shall take place at each meeting of the Members, and shall be elected by simple majority vote of the members.
- Section 3. Term. The officers of the Association shall be Members elected annually by the Members, and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.
- Section 4. Special Appointments. The Board may select such other officers as the Association may require, each of whom shall hold office for such period, and have such authority and perform such duties as the Board may from time to time determine.
- Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Members. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect as of the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective. Removal by Members would need to occur at a special meeting called for that purpose, and would require a majority vote of members voting in person or by proxy.
- Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. Multiple Offices. Only the offices of Vice President and Secretary 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 to Section 4 of this Article.
- Section 8. Duties. The duties of the officers are as follows:
- (a) The President shall preside at all meeting of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.
  - (b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Members.

- (c) The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings, maintain a list of names of the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) The Treasurer shall maintain the books and shall be responsible for the finances of the Association. The Treasurer shall make and track annual and special assessments, and shall maintain the checkbook of the Association. The Treasurer shall prepare an annual financial report to be filed with the Board 15 days prior to the annual meeting. The Treasurer shall perform such other duties as required by the Board. A bond shall be required for the Treasurer, funded by the Association.

#### Article X

#### BOOKS AND RECORDS

Section 1. Inspection. The right of inspection shall never be limited by a vote of the membership. The Members and Trustees shall have the following rights of inspection:

- (a) The membership register, all books, records and documents related to operation of the Association including, but not limited to: bank records, loan or credit applications, signature authorizations, deposits, bank statements, canceled checks, prepaid billings, documents related to property owned or controlled by the Association, purchase orders, Trustee or other authorizations, invoices, billings, insurance documents, accounting records, financial statements, audit records and summaries, and correspondence files of the Association. Minutes of meetings of the Members, of the Board and of committees of the Board shall be made available for inspection and copying by any Member of the Association, or its duly appointed representative, at any time and for any purpose reasonably related to his interest as a Member, at the office of the Association or at such other place as the Board shall prescribe.
- (b) The Board shall establish reasonable rules with respect to:
  - (1) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
  - (2) Hours and days of the week when such an inspection may be made; and;
  - (3) Payment of the cost of reproducing copies of documents requested by a Member.
- (c) Every Trustee shall have the absolute right at any reasonable time to inspect, make extracts and copies of documents.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Article XI

AMENDMENTS

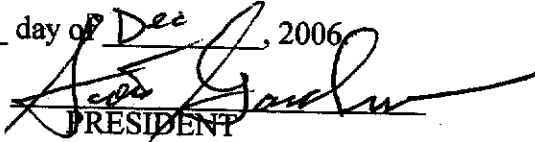
These By-Laws may be amended, at a regular meeting or special meeting of the Members, by the vote or written assent of Members representing both (1) a majority of a quorum as herein defined, and (2) a majority of Members present in person or by proxy; provided, however, that in those matters where the Declaration, or these By-Laws specify a greater percentage for action, such greater percentage shall be required for amendment.

Article XII

CONFLICTS BETWEEN MANAGEMENT DOCUMENTS

In the event of any conflict between the Declaration and these By-Laws the Declaration shall control. In the event of any conflict between these By-Laws and the Articles of Incorporation, the Articles shall control.

Dated this 1<sup>th</sup> day of Dec, 2006

  
PRESIDENT

SECRETARY'S CERTIFICATE

I, the undersigned and duly elected Secretary of the "The Split Mountain Village Home Owner's Association," a Utah non-profit corporation, do hereby certify that the foregoing Bylaws were adopted at the Bylaws of the corporation on the 7<sup>th</sup> day of Dec, 2006, and that the same do now constitute the Bylaws of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 7<sup>th</sup> day of Dec, 2006.

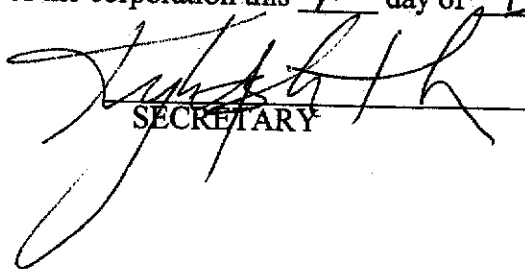
  
SECRETARY



EXHIBIT B  
The Premises

A parcel of land situate in the NE ¼ NE ¼ of Section 26, Township 4 South, Range 21 East Salt Lake Base & Meridian, in Uintah County, Utah. The Boundaries of said parcel of land are described as follows:

Beginning at a point 495.00 feet South along the easterly section line from the Northeast Corner of said Section 26, and running thence South 835.00 feet along said easterly section line to the southeast corner of the northeast quarter of the northeast quarter; thence N. 89°50'04" W. 745.74 feet along the 1/16<sup>th</sup> line; thence N. 00°09'56" E. 248.21 feet; thence N. 21°12'29" E. 65.49 feet; thence North 226.34 feet; thence N. 22°33'37" E. 47.91 feet; thence N. 00°03'10" W. 192.34 feet; thence N. 05°29'54" W. 60.27 feet; thence N. 00°03'10" W. 228.50 feet; thence N. 89°56'50" E. 180.91 feet; thence North 266.50 feet along a line parallel with the said easterly section line to the northerly section line of said section 26; thence N. 89°56'50" E. 190.00 feet along said northerly section line; thence South 495.00 feet along a line parallel with said easterly section line to the southwest corner of that certain parcel conveyed to Unity Place, LLC in a Corrected Quit Claim Deed and described as Entry Number 2005004735 in Book 929 at Page 611 in the office of said Uintah County Recorder; thence N. 89°56'50" E. 338.20 feet along the southerly boundary line of said Unity Place, LLC parcel to the point of beginning.

The above described parcel of land contains 738,527 square feet of which 33, 823 square feet are now occupied by the existing 500 South Street and 500 East Street leaving a balance of 704,704 square feet in area or 16.178 acres, more or less.

SPLIT MOUNTAIN VILLAGE PUD AMENDED

UNITS	A1, A2, A3, A4, A5, A6, A7, A8, A9, A10
	B1, B2, <del>B3</del> , BA, B5, B6, B7, B8, B9, B10
	C1, C2, C3, C4, C5, C6, C7, C8, C9, C10
	D1, D2, D3, D4, D5, D6, D7, D8, D9, D10
	E1, E2, E3, E4, E5, E6, E7, E8, E9, E10
	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10
	G1, G2, G3, G4, G5, G6, G7, G8, G9, G10
INDIVIDUAL UNITS #	1 - 40