

WHEN RECORDED RETURN TO:

Warner Gateway Homeowner's Association

Jay Rice, Agent

4968 South Holiday Pines Ct.

Holiday, Utah 84117

Record against the property
described in **Exhibit A**

First Amended and Restated Bylaws of Warner Gateway Homeowner's Association

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**FIRST AMENDED AND RESTATED BYLAWS
OF WARNER GATEWAY HOMEOWNER'S ASSOCIATION**

These First Amended and Restated Bylaws of Warner Gateway Homeowner's Association are made on the date executed below by the Warner Gateway Homeowner's Association, a Utah nonprofit corporation, and amend and replace the Bylaws of Warner Gateway Homeowner's Association.

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in these First Amended & Restated Bylaws of Warner Gateway Homeowner's Association ("Bylaws") have the same meaning given to them in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Warner Gateway Subdivision ("Declaration") recorded with the Washington County Recorder on the _____ day of _____, 2018, as Entry No. _____, unless otherwise specifically stated.

1.2 Bylaws Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners are subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

2.2 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verify quorum;
- 2.2.2 Report of financial condition;
- 2.2.3 Reports of officers and committees;
- 2.2.4 Election of Directors;
- 2.2.5 Review of reserve analysis; and
- 2.2.6 Other business as noticed to the Members.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 60 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Washington County.

2.5 Conduct of Meeting

The President shall preside over all meeting of the Association. The Secretary shall keep the minutes of the meeting and take record of all rules and resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be the Owners present in person, by proxy, or by ballot at a meeting.

2.7 Voting

The Association shall initially have the following two classes of voting membership:

2.7.1 Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

2.7.2 Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to 100 votes for every Lot owned by Declarant plus 10 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last Lot.

If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid all assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action to be considered in good standing

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707. Written consents may be collected electronically.

2.12 Record Date

The record date for determining which Owners are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date before sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

3 BOARD OF DIRECTORS

3.1 Number and Qualification of Directors

There shall be five Directors. Except for Directors appointed by Declarant, Directors must be Members in good standing as set forth in Section 2.8 above.

3.2 Selection and Term of Directors

After the Turnover Meeting, Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an even number; and (ii) three Directors shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

3.3 Vacancies

After the Turnover Meeting, Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

After the Turnover Meeting, a Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15-days' written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting before the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

After the Turnover Meeting, any Director who allows his assessments to become more than 90-days past due may be removed by vote of a majority of the other Directors and replaced by vote of a majority of the other Directors. The Board shall give the Director 10-day written notice to cure the default prior to voting to remove the Director.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual Owners meeting for the purpose of electing officers.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days before the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days before the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Notice and Waiver of Meeting Notice

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic means, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Living Units;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Living Units, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association and designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey the Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board shall employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace that officer.

4.3 Offices

The Association officers shall be a president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed. He may also prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes. He shall also make record of all resolutions, rules, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the Owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs incurred during their service.

5 NOTICE

5.1 Manner of Giving Notice

Notwithstanding any other contrary provision in the Governing Documents, the Association may provide notice to Owners by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

- 5.1.1 When sent by fax, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the fax;
- 5.1.2 When mailed via first-class mail and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) five days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;
- 5.1.3 When sent via electronic means such as an e-mail, text message, or similar electronic communication, the notice is deemed effective within 24 hours of being sent and a rejection or undeliverable notice is not received by the sender;
- 5.1.4 When posted on the Association's website, if any, the notice is deemed effective 72 hours after it was posted.
- 5.1.5 When hand delivered, the notice is deemed effective immediately upon delivery; or
- 5.1.6 When delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an Owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

7 AMENDMENTS TO BYLAWS

7.1 Amendments

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Washington County Recorder's Office.

8 MISCELLANEOUS

8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

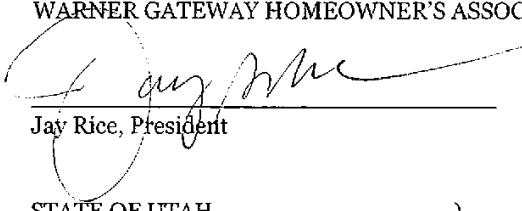
Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

Dated this 11th day of July, 2018.

CERTIFICATION

The President of the Warner Gateway Homeowner's Association, a Utah nonprofit corporation, certifies that the foregoing First Amended and Restated Bylaws of Warner Gateway Homeowner's Association constitute the Bylaws of the Association duly adopted by Members holding at least 67% of the voting interests of the Association.

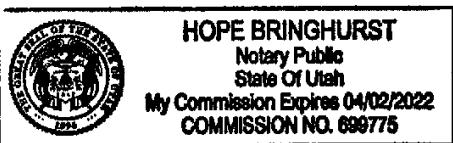
WARNER GATEWAY HOMEOWNER'S ASSOCIATION:

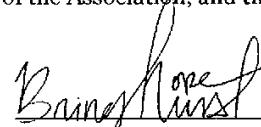


Jay Rice, President

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

On this 11th day of July, 2018, personally appeared before me Jay Rice who being by me duly sworn did say that he is the President of Warner Gateway Homeowner's Association, a Utah nonprofit corporation, that these Bylaws were signed by him on behalf of the Association, and that he is authorized by the Association to execute these Bylaws.



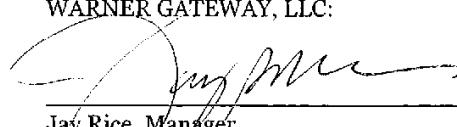


NOTARY PUBLIC

DECLARANT'S CONSENT

These First Amended and Restated Bylaws of Warner Gateway Homeowner's Association are approved as to both form and content by Declarant Warner Gateway, LLC, a Utah limited liability company.

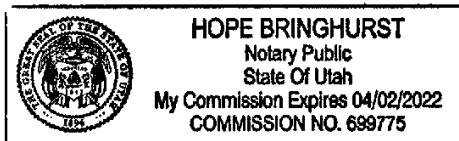
WARNER GATEWAY, LLC:



Jay Rice, Manager

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

On this 11th day of July, 2018, personally appeared before Jay Rice who being by me duly sworn did say that he is a manager of Warner Gateway, LLC, that these Bylaws were signed by him on behalf of the company, and that he is authorized by the company to execute this Bylaws.





NOTARY PUBLIC

Exhibit A
Legal Description

These First Amended & Restated Bylaws for the Warner Gateway Homeowner's Association affect the following real property, all located in Washington County, State of Utah:

This legal description includes two areas located within Washington County, State of Utah:

AREA 1

Warner Gateway Phase 1 with Parcel Numbers:

W-WARG-1-1
W-WARG-1-98 THROUGH W-WARG-1-103
W-WARG-1-114 THROUGH W-WARG-1-118
W-WARG-1-129 THROUGH W-WARG-1-133
W-WARG-1-134-A
W-WARG-1-135
W-WARG-1-136-A
W-WARG-1-137 THROUGH W-WARG-1-140
W-WARG-1-145 THROUGH W-WARG-1-150

AREA 2

All of Lot 15 of Section 1, Township 43 South, Range 15 West, Salt Lake Base and Meridian with Parcel Number:

W-5-3-1-320

Less and Excepting

Warner Gateway Phase 1 with Parcel Numbers:

W-WARG-1-1
W-WARG-1-98 THROUGH W-WARG-1-103
W-WARG-1-114 THROUGH W-WARG-1-118
W-WARG-1-129 THROUGH W-WARG-1-133
W-WARG-1-134-A
W-WARG-1-135
W-WARG-1-136-A
W-WARG-1-137 THROUGH W-WARG-1-140
W-WARG-1-145 THROUGH W-WARG-1-150

All less and excepting that portion conveyed to the Utah Department of Transportation by Warranty Deed Recorded as Entry No. 20150008305, 20150008306, 20150008307 and 20150008308 of Official Records.