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Kings Row Estates Property Owners Association

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After Recorded mail to  
JENKINS BAGLEY, PLLC  
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285 W. Tabernacle, Ste. 301  
St. George, UT 84770

**AMENDED AND RESTATED BYLAWS  
FOR  
KINGS ROW ESTATES PROPERTY OWNERS ASSOCIATION**

Prepared by:



Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

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**AMENDED AND RESTATED BYLAWS  
OF  
KINGS ROW ESTATES PROPERTY OWNERS ASSOCIATION**

**ARTICLE I**  
NAME, LOCATION, AND PURPOSE

**1.01 Name.**

The name of the nonprofit corporation is Kings Row Estates Property Owners Association hereinafter referred to as the “Association.”

**1.02 Principal Office.**

The principal office of the Association shall be at the address identified in the Association’s latest annual report filed with the Division (defined below). The Board in its discretion, may change from time to time the location of the principal office. (A member of the Board shall hereinafter be referred to as a “Director”.)

**1.03 Purpose of Bylaws.**

These Amended and Restated Bylaws (“Bylaws”) are adopted by the Board in accordance with Utah Code Section 16-6a-206 for the regulation and management of the affairs of the Association, organized to be the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions, recorded on April 14, 2008, Document Number 20080014974, in the official records of the Washington County Recorder, State of Utah, and the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded on 05/22/2019, as Entry Number 20190019739, in the official records of the Washington County Recorder, State of Utah, as amended or supplemented from time to time (the “Declaration”), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property.

**1.04 Terms Defined in Declaration.**

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

**1.05 Controlling Laws and Instruments.**

These Bylaws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code 16-6a-101, et seq.) (“Nonprofit Act”) and the Community Association Act (Utah Code 57-8a-101 et seq.) (“Association Act”) (collectively the “Acts”), the Declaration, and the Articles of Incorporation of the Association (the “Articles”) filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the “Division”), as any of the foregoing may be amended from time to time.

**1.06 Registered Office and Agent.**

The Acts require that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed

by the Association at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

## **ARTICLE II** **MEMBERS**

### **2.01 Members.**

A "Member" is the person or, if more than one (1), all persons collectively, who constitute the Owner of a Lot within Kings Row Estates ("KRE").

### **2.02 Memberships Appurtenant.**

Each membership shall be appurtenant to the fee simple title to a Lot. The person or persons who constitute the Owner of fee simple title to a Lot shall automatically be the holder of the membership appurtenant to that Lot and the membership shall automatically pass with fee simple title to the Lot.

### **2.03 Members' Voting Rights.**

Subject to the provisions in the Declaration and the Articles, each Member shall be entitled to one (1) vote for each Lot which he or it owns within KRE.

### **2.04 Voting by Joint Owners.**

In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by ballot, or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

### **2.05 Resolution of Voting Disputes.**

In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

### **2.06 Transfer of Memberships on Association Books.**

Transfer of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner of the membership as the Owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

### **2.07 Assignment of Voting Rights to Tenants and Mortgagees.**

A Member may assign his right to vote to a tenant occupying his Dwelling Unit or to a mortgagee of his Dwelling Unit for the term of the lease or the mortgage and any sale, transfer or conveyance of the Dwelling Unit and the Lot upon which it is situated shall, unless otherwise

provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the secretary of the Association.

### **ARTICLE III** **MEETING OF MEMBERS**

#### **3.01 Annual Meeting.**

The annual meeting of Members shall be held on February 10<sup>th</sup> of each year, for the purpose of electing the new Board members, consider and vote on matters on the agenda and consider such discussion items as may arise from the floor. The agenda may constitute a part of the notice of the meeting which will be sent at least two (2) weeks in advance. In the event that the 10<sup>th</sup> falls on a Sunday, the meeting will be held on Monday, February 11<sup>th</sup>.

#### **3.02 Special Meetings.**

Special meetings of the Members may be called by the President, by a majority of the Board, or by any number of members whose holdings are not less than one-third (1/3) of the total membership of the Association. Members must be given a minimum of two (2) weeks' notice. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

#### **3.03 Place of Meetings.**

The Board may designate any place in Washington County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If NO designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the Kings Row Estates Clubhouse.

#### **3.04 Notice of Meetings.**

Written notice stating the place, day and hour of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, plus any time added to effectuate delivery under Section 13.13. The notice of an annual, regular, or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Section 13.13) by the secretary or president at least ten (10) days before the Association gives notice of the meeting, plus any time added to

effectuate delivery under Section 13.13. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

**3.05 Members of Record.**

3.05.01 The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 3.05.02 below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

3.05.02 Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section 3.05 may not be more than sixty (60) days before the meeting or action requiring a determination of Members occurs. A determination of members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote.

3.05.03 The Association shall only be required to prepare a list of the names of the Members as provided for in Section 14.01.03.

**3.06 Quorum.**

Except as may be otherwise provided in the Declaration, the Articles, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation, in person, by proxy or by ballot, of Members entitled to cast at least fifty percent (50%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person or by proxy or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board issuing a Notice of Members Meeting at which meeting the members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the Declaration, the Articles, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

**3.07 Proxies.**

At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person, by ballot, 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 himself or by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at least twenty-four (24) hours prior to 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. A Member entitled to vote at a meeting may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the secretary of the meeting prior to the time the proxy is exercised.

**3.08 Ballots at Meetings.**

A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Section 3.09 below, may be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Sections 3.09 and 3.09.01 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

**3.09 Ballots without a Meeting and Electronic Voting.**

The Association may utilize ballots without a meeting to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

**3.09.01** All solicitations for votes by written ballot shall: (a) set forth each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage of approvals necessary to approve each matter other than election of Directors; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

**3.09.02** Any written ballot shall comply with the requirements in this Section and shall be counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

**3.09.03** Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other

than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

3.09.04 The Association and its members, by adoption of these Bylaws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Section 3.23.

3.10 Revocation of Proxy or Ballot.

A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

3.11 Reserved.

3.12 Voting Requirements.

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, by ballot, or by proxy, the number of votes appertaining to the Lot of such Member. The affirmative vote of a majority of the votes entitled to be cast by the Members present, by ballot, or 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, Declaration, these Bylaws, or Utah law. The election of Directors shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

3.13 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.

3.14 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 the Members entitled to vote on the matter raised consent in writing to allow the vote to occur without holding a meeting. Informal action of this type may not be invoked unless at least fifty percent (50%) of the Members entitled to vote issue their written consent to allow the vote, after one hundred percent (100%) of the Owners have been notified.

**3.15 Telecommunications.**

Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted under this Section 3.15 is considered to be present in person at the meeting.

**3.16 Reserved.**

**3.17 Adjournment of Members' Meetings.**

Members present in person or by proxy at any meeting at which a quorum or reduced quorum, as the case may be, was present may adjourn the meeting from time to time, without notice other than announcement at the meeting, for a total period or periods not to exceed forty-five (45) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall be the same as the quorum requirement of the meeting so adjourned, and any business may be transacted which might have been transacted at the adjourned meeting.

**3.18 Vote Required at Members' Meetings.**

At any meeting where a quorum is present, action on a matter, other than the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws. In the case of elections to the Board, a quorum is not required and when there is more than one (1) candidate, the person or persons receiving the highest number of votes shall be elected.

**3.19 Cumulative Voting Not Permitted.**

Cumulative voting (voting in which a Member may cast as many votes for Directors as he has votes multiplied by the number of Directors to be elected) by Members in the election of Directors shall not be permitted.

**3.20 Order of Business.**

The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

**3.21 Expenses of Meetings.**

The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

**3.22 Waiver of Notice.**

A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery

and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

**3.23 Signature of Members.**

Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., Owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code Section 46-4-201 a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e. an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**4.01 General Powers.**

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

**4.02 Membership and Duties.**

The Board shall consist of nine (9) members, and no less than seven (7), each to be elected for a term of three (3) years with an odd number of Directors (at least two (2) less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. The election will be by written ballot to be delivered or mailed to Association members no more than thirty (30) days in advance of any election to be held at the annual meeting. Any employee or spouse will not be eligible to serve on the Board.

The Board shall formulate Association policy under guidelines directed and implied in actions of the Association members in its meetings. It shall have all the power of the Association between meetings except that the Board cannot modify any action taken by the membership.

**4.03 Special Powers and Duties of the Board.**

Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers and duties:

4.03.01 Assessments. The duty to fix and levy from time to time assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration; and to enforce the payment of such delinquent assessments as provided in the Declaration.

4.03.02 Insurance. The duty to contract and pay premiums for fire and casualty and liability and other insurance in accordance with the provisions of the Declaration.

4.03.03 Common Areas. The duty to manage and care for the Common Areas, and to employ personnel necessary for the care and operation of the Common Areas, and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration.

4.03.04 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

4.03.05 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

4.03.06 Enforcement. The power to enforce the provisions of the Declaration, the Rules and Regulations of the Association, these Bylaws, or other agreements of the Association.

4.03.07 Delegation of Powers. The power to delegate its powers according to law.

4.03.08 Rules and Regulations. The power to adopt such Rules and Regulations with respect to the interpretation and implementation of the Declaration, use of Common Areas, and use of any property within the Property, including Dwelling Units, and to levy fines and penalties for infractions and violations thereof; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, and these Bylaws.

4.03.09 Emergency Powers. The right to exercise such emergency powers as provided for in the Acts (as defined in Section 1.05 above).

#### 4.04 Qualifications of Directors.

A Director must be a natural person eighteen (18) years of age or over and an Owner of a Lot within the Property or, if the Owner of any such Lot is a partnership, corporation, or limited liability company, must be a designated representative of such partnership, corporation, or limited liability company. If a Director conveys or transfers title to his Lot, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of

which a Director is a designated representative transfers title to its Lot, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Notwithstanding anything in this Section to the contrary, none of the initial Directors, as designated in the Articles, shall be required to have any ownership interest in any Lot in order to qualify to serve as a Director until the first election of Directors by the Members. Any Director no longer qualified to serve under the standards provided for in this Section 4.04 may be removed by a majority vote of the Directors then in office.

**4.05 Number, Tenure, and Selection.**

The number of Directors of the Association shall be at least nine (9), and no less than seven (7). At each annual meeting, the Members shall vote to elect the appropriate number of Directors for the next succeeding term. All Directors shall be Members of the Association. Each term shall be for a period of three (3) years.

In each election a slate of at least two (2) candidates, if available and in good standing shall be presented for each position. Additional nominations of willing Association members in good standing may be made and included on the ballot. Such nominations shall be presented to the Board or to the designated Association Manager by November 30<sup>th</sup> prior to the annual meeting.

Directors newly elected at the annual meeting of the Members shall take office immediately. Newly elected Directors are invited to attend Board meetings to familiarize them with the Association procedures prior to taking office. Only Members who are not in violation of the Declaration, these Bylaws or Association Rules and Regulations shall be eligible to run for a position on the Board.

In an election of multiple Directors, that number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board. When only one (1) Director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

**4.05.01 Election Process.** The election process shall be administered and conferred by the designated Association Manager. If the Association does not have a Manager, the election process shall be conducted by at least five (5) Directors. One (1) shall open the ballots and state the voting results. One (1) shall verify the ballot. Two (2) Directors shall record the information. One (1) shall observe to verify the process. Each ballot shall be stamped with the KRE insignia embossing stamp and sent to the members with the return envelope marked with "Important Voting Information" stamped on the outside of the envelope.

**4.06 Executive Committee.**

Immediately following the election of Board Members at the annual meeting, the Board will meet and elect a President, Vice-President, Secretary and Treasurer. These four (4) members of the Board will comprise the Executive Committee.

**4.07 Compensation.**

No member of the Board, Executive Committee, or standing committees shall receive compensation for their services.

**4.08 Resignation and Removal.**

Removal from office and filling Board vacancies. For cause, a Board member may be removed from office by a two-thirds (2/3) vote of the total Board.

Any Board member may resign at any time by giving written notice to the President. Such resignation shall take effect at the time specified therein. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum. Appointments of vacancies created or derived from a resignation or death shall be filled from eligible Association member(s) and shall complete the unexpired term of the predecessor in office.

A Director elected by the Board to fill the vacancy of a Director elected by the voting Members may be removed without cause by the voting Members, but not the Board. Should any vacancy of the Board remain unfilled for a period of two (2) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes which Members present at such meeting, or represented by proxy or ballot, are entitled to cast.

**4.09 Removal of Directors by the Members.**

At any meeting of the Members, the notice of which indicates such purpose, any or all of the Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority of the voting interests of all Members; and a successor may be then and there elected to fill the vacancy thus created.

**4.10 Responsibilities of Board.**

The Board shall be responsible for the administration of KRE and shall select and hire such persons as are needed to manage and care for KRE, or to contract for such services. The Board normally shall speak through its present officers i.e., the President, Vice-President, Secretary or Treasurer in that order. For absences from KRE by all members of the Executive Committee, the Committee shall appoint a responsible person to act for them until one (1) or more of the Executive Committee returns.

Directors must be participating members. Directors are expected to attend the Annual Association Meeting and at least five (5) Board meetings per year, to serve on at least one (1) standing committee and to attend committee meetings. After two (2) consecutive unexcused absences, the President or a member of the Executive Committee will contact the Director in question to confirm his or her interest in remaining on the Board. After three (3) consecutive unexcused absences, unless proven otherwise, it will be assumed that said Director desires to resign.

**4.11 Duties of the Executive Committee.**

The duties of the Executive Committee shall be to carry out the will of the Board, the President being the spokesperson. Other members of the Committee, by delegation, are empowered to act during the absence of the President. The Secretary shall maintain appropriate records of the Board and Executive Committee meetings. The Treasurer shall oversee the financial books of the Association and shall assist in the annual audit of the books to be conducted under the direction of the Budget and Finance Committee. All checks shall be signed by one (1) member of the Finance Committee or Executive Committee and one (1) designated management company representative by providing the records requested by the budget and finance committee.

## **ARTICLE V** **MEETING OF DIRECTORS**

### **5.01 Place of Board Meetings.**

Meetings of the Board shall be held at the Kings Row Estates Clubhouse or at such other place, within or convenient to KRE, as may be fixed by the Board and specified in the notice of the meeting.

### **5.02 Regular Meetings.**

The regular meeting of the Board shall be held without other notice than described in these Bylaws. Typically, the regular meeting of the Board shall be held on the second Wednesday of each month, October through April in the Kings Row Estates Clubhouse, at a time to be set yearly. Notice and agenda of the meeting of the Board shall state the place, day, and time of the meeting, shall be given to all Board members at least two (2) days prior (plus any time added to effectuate delivery under Section 13.13). A tape recorder may be used for accuracy. A majority of the members of Board fixed in Section 4.05 of these Bylaws shall constitute a quorum; if less than a quorum is present the meeting will be adjourned without further notice. The Board meeting will then be rescheduled so that the majority will be in attendance.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or waiver of such meeting.

### **5.03 Special Meetings.**

Special meetings of the Board may be called by the Executive Committee or two-thirds (2/3) majority of the Board. The person or persons authorized to call special meetings of the Board may fix any place, within Washington County, State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least two (2) days prior thereto. Any Director may waive notice of a special meeting. The notice shall advise of the matters to be considered in the meeting. Directors will be given the opportunity to give comment in writing if unable to attend. All Board members in attendance will have the opportunity to vote on the matter(s).

### **5.04 Open Meetings/Member Right to Participate.**

Except as provided in Subsections 5.05 and 5.07, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section 5.04. However, nothing in this Section 5.04 shall affect the validity or enforceability of an action of the Board.

### **5.05 Closed Meetings.**

The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) 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 (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

5.06 Reserved.

5.07 Notice to Members of Board Meetings.

At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 13.13), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Section 13.13) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

5.08 Proxies.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 5.08 and as permitted by Section 5.15, Directors may not vote or otherwise act by proxy.

5.09 Telecommunications.

The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

5.10 Reserved.

5.11 Adjournment of Board Meetings.

Directors present at any meeting of the Board may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original

meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

**5.12 Vote Required at Directors' Meeting.**

At any meeting of the Board, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

**5.13 Officers at Meetings.**

The president shall act as chairman and the Board shall appoint a secretary to act at all meetings of the Board.

**5.14 Waiver of Notice.**

A waiver of notice of any meeting of the Board, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to any action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

**5.15 Dissent or Abstention.**

The right of dissent or abstention pursuant to Section 5.14 is not available to a Director who votes in favor of the action taken.

**5.16 Action of Directors Without a Meeting.**

**5.16.01 By Written Consent.** Any action required or permitted by the Nonprofit Act, Declaration, Articles, or these Bylaws, that may be taken at a Board meeting may be taken without a meeting if all Directors consent to the action in writing. Action is taken under this Subsection 5.16.01 at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board to receive the revocation. Action under this Subsection 5.16.01 is effective at the time it is taken, unless the Board establishes a different effective date.

**5.16.02 With Advance Notice.** Any action required or permitted by the Nonprofit Act, Declaration, Articles, or these Bylaws that may be taken at a Board meeting may be taken without a meeting if notice is transmitted in writing to each Director and each Director, by the time stated

in the notice: (a) (i) signs a writing for such action; or (ii) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (b) fails to demand in writing that action not be taken without a meeting.

The notice required by Subsection 5.16.02 shall state: (a) the action to be taken; (b) the time by which a Director must respond to the notice; (c) that failure to respond by the time stated in the notice will have the same effect as: (i) abstaining in writing by the time stated in the notice; and (ii) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (d) any other matters the Association determines to include.

Action is taken under this Subsection 5.16.02 only if at the end of the time stated in the notice: (a) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection 5.16.02 equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and (b) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice transmitted pursuant to this Subsection 5.16.02 and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 5.16.02 may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection 5.16.02 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

**5.16.03 General Provisions.** A communication under this Section 5.16 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 5.16.02 is considered to be written, signed, and dated for purposes of this Section 5.16 if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Director; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 5.16, communications to the Association are not effective until received. Action taken pursuant to this Section 5.16 has the same effect as action taken at a Board Meeting and may be described as an action taken at a Board Meeting in any document.

## **ARTICLE VI** **OFFICERS**

### **6.01 Officers.**

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

### **6.02 Election, Tenure, and Qualification.**

The officers of the Association shall be chosen by the Board annually at the regular annual Board Meeting. In the event of failure to choose officers at such regular annual Board Meeting, officers may be chosen at any regular or special Board Meeting. Each such officer (whether chosen at a regular annual Board Meeting or otherwise) shall hold his office until the next ensuing regular annual Board Meeting 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 (1) 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, Secretary, and Treasurer shall be and shall remain Directors of the Association during the entire term of their respective offices. No other officer need be a Director.

### **6.03 Subordinate Officer.**

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. However, a subordinate officer shall have any and all authority vested in it by the Board and no further amount or allocation shall be available. The title granted to any subordinate officer shall be designated by the Board, and the duration of existence of that office shall also be established by the Board. Vacancies in any subordinate positions that may be created by the departure, death, removal, or otherwise shall be filled by appointed by the Board, which appointment shall continue for the duration of the remainder of the original subordinate officer's term of office at which time, the newly appointed person may run for or request reelection or reappointment.

### **6.04 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 subordinate officer may be removed by the Board at any time.

### **6.05 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.

**6.06 President.**

The President shall preside at meetings of the Board and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents, instruments and contracts, and shall do and perform all other acts and things that the Board may require of the President.

**6.07 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.

**6.08 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 the Secretary to keep. The Secretary shall also act in the place and stead of the President in the event of the President's or Vice-President's absence or inability or refusal to act. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

**6.09 Treasurer.**

The Treasurer shall have the custody and control of the funds of the Association, subject to the action(s) 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 Member Meeting and at any Board Meeting. He shall perform such other duties as the Board may require.

**6.10 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 VII**  
**COMMITTEES**

**7.01 Standing and Temporary Committees.**

Standing and temporary committees shall be appointed by the Executive Committee and be responsible ultimately to the Board. All matters except those expressly designated as the first concern of the Board, shall be reported to the Executive Committee. Changes in standing committees may be made by the Executive Committee subject to ratification by the Board, and temporary committees may be formed to carry out timely assignments.

**7.02 Proceedings of Committees.**

Each committee designated hereunder by the Executive Committee or 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 Executive Committee.

**7.03 Quorum and Manner of Acting.**

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 (2) 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 Executive Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

**7.04 Resignation and Removal.**

Any member of any committee designated hereunder by the Executive Committee may resign at any time by delivering a written resignation to the President, Executive Committee, 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 Executive Committee may at any time, with or without cause, remove any member of any committee by use of the provisions and requirements outlined herein. Failure to deliver said resignation shall not prevent said member from resigning.

**7.05 Vacancies.**

If any vacancy shall occur in any committee designated by the Executive Committee hereunder due to disqualification, death, resignation, removal, or otherwise, the remaining members shall constitute the full authorized membership of the committee, until the filling of such vacancy, provided that two (2) or more members are still remaining. Accordingly, if at least two (2) Members remain, those Members may continue to act.

**7.06 Committees.**

These are the Associations' current Committees:

**7.06.01 KRE Architectural and Surveillance Committee.** An Architectural and Surveillance Committee composed of a chairperson and two (2) or more members shall be responsible for advising the Executive Committee of the status and maintenance of KRE facilities, exclusive of the club house, pool area and recreational buildings. It may work informally with the Association Manager but shall not have the authority to direct his activities. This committee shall have the authority to approve or disapprove KRE residence structural changes of an architectural nature, subject to the right of the member to appeal to the Executive Committee or the Board. If any action is for a committee member the same must be approved by other committee members.

**7.06.02 KRE Rules Committee.** A KRE Rules Committee shall be composed of a chairperson and two (2) or more members. Following the adoption of a set of rules, the committee shall consider and recommend needed changes. The committee shall advise the Executive Committee regarding security matters of concern in KRE.

7.06.03 Budget and Finance Committee. This committee shall be composed of a chairperson and two (2) or more members. It shall advise the Executive Committee and Board on the financial status and prospective expenditures of KRE funds. It shall prepare an annual budget for approval by the Executive Committee developed along the long-term lines of the Board. It shall also be responsible for an annual audit of all the Association's financial records and shall report to the Board.

7.06.04 Club House, Pool, and Recreational Building Committee. This committee shall be composed of a chair person and two (2) or more members. This committee shall be responsible for the maintenance of these structures and shall work with the Manager-Caretaker on the use and maintenance of such buildings. It shall be responsible for the posting of signs and give directions for the use of the pool, hot tub and showers as required by law. Certain facets of this committee's responsibilities may be contracted out.

7.06.05 Social Activities Committee. This committee shall be composed of a chairperson and co-chairperson. It shall organize and supervise social affairs in the Common Areas of KRE under the guidance of the Executive Committee as to the frequency and appropriateness or functions to be sponsored. The committee, through its chairpersons, shall appoint needed sub-committees to carry out specified activities.

7.06.06 KRE and Public Relations Committee. This committee shall consist of a chairperson and two (2) or more members. It shall prepare newsletters for KRE information and convey appropriate information to groups outside of KRE as may be assigned by the Executive Committee.

7.06.07 Nomination Committee. This committee shall consist of a chairperson from the Board, who shall not be a candidate for offices under selections and two (2) or more members from the Association, selected by the Board.

7.06.08 Political Action and Bylaws Committee. This committee consisting of a chairperson and two (2) or more members shall submit any changes to the Board for approval.

## ARTICLE VIII AMENDMENTS

### 8.01 Amendment/Conflict.

These Bylaws may be amended, at any regular, annual, or special Board Meeting, by a vote of the majority of the Board, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of the members as to voting, dissolution, redemption, or transfer. The Members may amend these Bylaws even though these Bylaws may also be amended by the Board. Amendments to the Bylaws by Members shall be made in accordance with the Acts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

8.02 Abandonment.

Unless otherwise provided by law, the prior written approval of at least sixty-seven percent (67%) of all institutional holders which have a first mortgage lien on any Dwelling Unit in KRE, based on one (1) vote for each mortgage, shall be required before KRE may be abandoned or terminated as provided by law. In the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain no prior written approval shall be required.

**ARTICLE IX**  
**INDEMNIFICATION**

9.01 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 the Declarant, a Director, or an officer of the Association, or was serving at the request of the Association, or is/was, serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner reasonably believed to be in the best interests, or not opposed to the best interests, of the Association. With respect to any criminal action or proceeding, such indemnification shall occur if the person had no reasonable cause to believe the conduct engaged in 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.

9.02 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 the person is or was the Declarant, a Director or officer of the Association, or is or was serving at the request of the Association as a director, 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 the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner reasonably believed to be in the best interest 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 negligence or 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.

**9.03 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 9.01 or 9.02 hereof, or in defense of any claim, issue, or matter therein, said person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 9.01 or 9.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because said person has met the applicable standard of conduct set forth respectively in Sections 9.01 or 9.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Directors, (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

**9.04 Advance.**

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article IX 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 IX or otherwise.

**9.05 Scope of Indemnification.**

The indemnification provided for by this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles, agreements, 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 IX shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Directors, officers, 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.

**9.06 Insurance.**

The Association may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity, regardless of whether the Association would have the power to indemnify said person against such liability under the laws of the State of Utah, as such laws are currently stated or as they may hereafter be amended or modified.

**9.07 Payments and Premiums.**

All indemnification payments made and all insurance premiums for insurance that are maintained, pursuant to this Article, shall constitute valid and justified expenses of the Association and shall be paid with funds of the Association.

**9.08 Right of Indemnification.**

The Association shall indemnify any Director, officer, employee, fiduciary, and agent (including without limitation the Association's Manager) to the fullest extent allowed the Acts, or any replacement Sections thereof.

**9.09 Authority to Insure.**

The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary, and agent against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

**ARTICLE X  
RULES AND REGULATIONS**

**10.01 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 KRE, to the extent that such Rules and Regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration, or these Bylaws and KRE Rules of Conduct. The Members shall be provided with paper copies of all Rules and Regulations adopted by the Board, and with paper copies of all amendments and revisions thereof within thirty (30) days of passage.

**ARTICLE XI  
PROHIBITION AND CONTROL**

Nothing contained in this Article XI alters or voids the "Amended and Restated Declaration of Covenants, Conditions, and Restrictions" as recorded with the Washington County recorder on the 22 day of May, 2019.

**11.01 Architectural Control Committee.**

All new structures or modifications of existing constructions proposed for any property in Kings Row Estates shall be completed in full compliance with the Washington City Zoning Ordinances and applicable uniform building codes. Before any construction can start, all proposed plans and specifications must be submitted to the Board or its representative for review and approval. Permission to start construction will be issued in writing to applicants.

**11.02 Reserved.**

**11.03 Reserved.**

**11.04 No Waiver.**

Failure of the Association to enforce these Bylaws, or any amendments thereto, is not considered a waiver of its right to enforce these Bylaws, or any amendments thereto, in the future.

**11.05 Enforcement of KRE Rules.**

The first step in enforcement of KRE rules shall be an informal, friendly reminder by the Association Manager or assigned representative. Where this is ineffective, written warning shall be given by the Executive Committee. For infractions of rules involving physical property changes, if informal or written warnings go unheeded, the Executive Committee shall seek a court injunction to stop or delay such changes. The KRE Rules Committee shall recommend a schedule of monetary fines to the Board. Upon approval of the Board such fines shall be impacted in cases where compliance cannot be achieved by other means. If fines remain unpaid, they may be assessed against the property in the same manner as unpaid assessments. Property Owners shall have the right to appeal to the Board in disputed cases.

**ARTICLE XII**  
**RESERVED**

**ARTICLE XIII**  
**GENERAL PROHIBITIONS**

**13.01 Duration.**

These Bylaws shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property within KRE, and subject to the Declaration, their respective legal representatives, heirs, successors, and assigns.

**13.02 Dividends.**

It is hereby acknowledged that this Association is organized as a non-profit corporation under the Nonprofit Act, solely and strictly as an Association of property Owners to act as an agent for said Owners in the management of KRE. It is not intended that the Association realize any profit on any transactions.

**13.03 Annual Statement.**

The Board shall present at each annual meeting a full and complete statement of the business and financial condition of the Association.

**13.04 Fiscal Year.**

The Fiscal Year of the Association shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

**13.05 Seal.**

The Board may adopt a seal which shall have inscribed thereon the name of the Association.

**13.06 Shares of Stock and Dividends Prohibited.**

The Association shall not have, or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such

payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

**13.07 Loans to Directors, Officers and Members Prohibited.**

No loan shall be made by the Association to its Members, Directors or officers, and any Director, officer or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

**13.08 Limited Liability.**

The Association, the Board, the Architectural Control Committee, and any agent or employee of the Association, the Board, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

**13.09 Minutes and Presumptions Thereunder.**

Minutes or any similar record of the meetings of Members or of the Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be *prima facie* evidence that the notice was given.

**13.10 Checks, Drafts, and Documents.**

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

**13.11 Execution of Documents.**

The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

**13.12 Right to Inspect.**

Notwithstanding the other provisions of this Article XIII, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a voting Member of the Association.

**13.13 Manner of Giving Notice.**

Notwithstanding any other provision in the Declaration, Articles, Bylaws or Rules and Regulations, 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:

- (a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (b) when placed into the care and custody of the United States Postal Service, 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) six (6) 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;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed effective immediately upon delivery; or
- (f) 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.

**13.14 Severability.**

Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**13.15 Interpretation.**

The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah law to the contrary, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Governing Documents.

**13.16 Association's Enforcement Rights.**

In the event of an alleged violation of the Declaration, the Articles, these Bylaws, or the Rules and Regulations of the Association by a Member or occupant ("Respondent") , the Board shall have the right, upon an affirmative vote of a majority of all Directors, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted by law or equity or under the provisions of the Declaration, these Bylaws, or the Rules and Regulations of the Association. The remedies set forth and provided by law or equity or in the Declaration, these Bylaws, or the Rules and Regulations of the Association shall be cumulative, and none shall be exclusive.

13.17 Hearing.

(a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the Rules and Regulations of the Association, as set forth in the Notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The hearing shall be open to attendance by any Member of the Association to the extent of the permissible capacity of the hearing room.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the Rules and Regulations of the Association, or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board, and these matters shall be made a part of the record of proceedings.

(g) The Board may grant continuances on a showing of good cause.

(h) Whenever the Board has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board, the remaining Directors shall continue to hear and decide the case.

13.18 Decision.

If a Respondent fails to appear at a hearing, the Board may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board, the Board may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board controlling. A copy of the Notice of Adjudication of the Board may be posted by the Board at a conspicuous place in the Property, and a copy shall be provided by the president of the Association to each person directly involved in the matter and his attorney,

if any, in accordance with the notice provision(s) set forth in the Declaration, if any. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of any Assessment of fine; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the Notice of Hearing; or (b) ten (10) days after the hearing required herein.

#### **ARTICLE XIV** **BOOKS AND RECORDS**

##### **14.01 Books and Records.**

14.01.01 The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board; (b) a record of all actions taken by the Members or Board without a meeting; (c) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; and (e) a copy of the Declaration, as the same may be amended.

14.01.02 The Association shall maintain appropriate accounting records.

14.01.03 The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, and (b) showing the number of votes each Member is entitled to vote.

14.01.04 The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

14.01.05 The Association shall keep a copy of each of the following records at its principal office: (a) Declaration; (b) Articles; (c) Bylaws; (d) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (e) the minutes of all Member meetings; (f) records of all actions taken by Members without a meeting; (g) all written communications to Members generally as Members for a period of three (3) years; (h) a list of the names and business or home addresses of its current Directors and officers; (i) a copy of its most recent annual report; and (j) all financial statements prepared for periods ending during the last three (3) years.

14.01.06 If the Association has an active website, the Association shall make the documents described in Subsection 14.01.05 available to all Members, free of charge, through the website; or, if the Association does not have an active website, make physical copies of the documents described in Subsection 14.01.05 available to Members during regular business hours at the Association's principal office.

**14.02 Inspection of Records.**

14.02.01 A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 14.01.05: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

14.02.02 In addition to the rights set forth in Subsection 14.02.01, a Director or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 14.02.03; and (ii) gives the Association written demand.

14.02.03 A Director or Member may inspect and copy the records described in Subsection 14.02.02 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

14.02.04 Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial Owner whose membership interest is held in a voting trust; and (ii) any other beneficial Owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

14.02.05 The right of inspection granted by this Section 14.02 may not be abolished or limited by the Articles or these Bylaws.

14.02.06 This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article XIV, to compel the production of corporate records for examination.

14.02.07 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 14.02.02 for any purposes other than those set forth in the demand made under 14.02.03.

14.02.08 The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

**14.02.09**

(a) In a written request to inspect or copy documents, a Member shall include:  
i. the Association's name;

- ii. the Member's name;
- iii. the Member's property address;
- iv. the Member's email address;
- v. a description of the documents requested; and
- vi. any election or request described in Subsection (b).

(b) In a written request to inspect or copy documents, a Member may:

- (i) elect whether to inspect or copy the documents;
- (ii) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
- (iii) subject to Subsection 9.4.10, request that:
  - (A) the Association make the copies or electronic scans of the requested documents;
  - (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
  - (C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
  - (D) the Association email the requested documents to an email address provided in the request.

14.02.10 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed: (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, ten cents (\$.10) per page and fifteen dollars (\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

14.02.11 If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

14.02.12 Subject to Subsection 14.02.13, if in response to a Member's request to inspect or copy documents, the Association fails to comply with a provision of this section, the Association shall pay:

- (a) the reasonable costs of inspecting and copying the requested documents;
- (b) for items described Subsection 14.01.06, twenty-five dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6<sup>th</sup>) day after the day on which the Member made the request; and
- (c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

14.02.13 The Association is not liable for identifying or providing a document in error, if the Association identified or provided the erroneous document in good faith.

**14.03 Scope of Inspection Right.**

A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Subsection 14.01.04 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 14.01.03 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 14.01.03; and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth under Section 13.13), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

**14.04 Annual Report.**

The Board shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each Fiscal Year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such Fiscal Year; (b) a balance sheet as of the end of such Fiscal Year, (c) a statement of changes in financial position for such Fiscal Year, and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

**14.05 Statement of Account.**

Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall give, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Section 13.13), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Dwelling Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the Dwelling Unit thereon. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

**14.06 Annual Corporation Reports.**

The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

*[SIGNATURES ON FOLLOWING PAGE]*

**CERTIFICATE OF PRESIDENT**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Kings Row Estates Property Owners Association, a Utah nonprofit corporation ("Association"); and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Members of the Association at a meeting held on April 10, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 15<sup>th</sup> day of May, 2019.

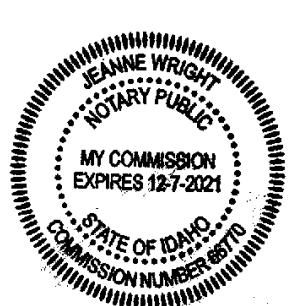
**KINGS ROW ESTATES PROPERTY OWNERS  
ASSOCIATION, a Utah nonprofit Corporation**

  
By: Neil Stoddard  
Its: President

STATE OF Idaho)

COUNTY OF Madison)

On this 15 day of May, 2019, personally appeared before me Neil Stoddard, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of Kings Row Estates Property Owners Association, a Utah non-profit corporation, and that the foregoing document was signed by him on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



  
Jeanne Wright  
Notary Public

Exhibit A  
to Bylaws  
(Legal Description)

These Amended and Restated Bylaws for Kings Row Estates Property Owners Association affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 91, King's Row Est. 1 (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-KR-1-1 through W-KR-1-91

All of Lots 92 through 105, Lots 107 through 145, Lot 146-A, Lots 147-168, Lot 169-A, Lot 169-B, Lots 170-A through 171-A, and Lots 172 through 199, King's Row Est. 2 Amd. (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-KR-2-92 through W-KR-2-105

PARCEL: W-KR-2-107 through W-KR-2-145

PARCEL: W-KR-2-146-A

PARCEL: W-KR-2-147 through W-KR-2-168

PARCEL: W-KR-2-169-A

PARCEL: W-KR-2-169-B

PARCEL: W-KR-2-170-A through W-KR-2-171-A

PARCEL: W-KR-2-172 through W-KR-2-199

Exhibit B  
to Bylaws  
(Vote Certification by President)

Pursuant to Article X, Section 10.01 of the 2008 Bylaws, the President of Kings Row Estates Property Owners Association hereby certifies that:

1. On March 20, 2019, a Special Meeting of the Members was held to consider amending and restating the Declaration and the Bylaws. Said meeting was adjourned and reconvened on April 10, 2019.
2. The following people then met to review and count the votes: Janet O'Riley, Property Manager; Neil Stoddard, President; Kelly Bolingbroke, Vice President; Richard Luntz, Member; Terry Dick, Board Member; and Edith Olney, Member, and the vote tally is as follows:
  - a. 136 of the 199 Lot Owners, or 68%, voted to approve the proposed changes to the Bylaws. *Passed.*

**KINGS ROW ESTATES PROPERTY OWNERS  
ASSOCIATION**, a Utah nonprofit corporation

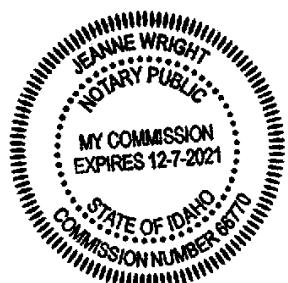


By: Neil Stoddard  
Its: President

STATE OF Idaho )  
:ss.

COUNTY OF McAdoo)

On the 15 day of May, 2019, personally appeared before me Neil Stoddard, who being by me duly sworn, did say that he is the President of Kings Row Estates Property Owners Association, the authorized individual empowered to sign this Vote Certification and that the Vote Certification was signed on behalf of said Association and said person acknowledged to me that said Association authorized the execution of same.



  
Jeanne Wright  
Notary Public

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

Approved by:

Janet O'Riley

Janet O'Riley, Preferred Property Management

Kelly Bolingbroke, Vice-President

Richard Lantz

Richard Lantz, Community Member

Terry Dick

Terry Dick, Director

Edith Olney

Edith Olney, Community Member

