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

**Second Amended and Restated
Bylaws
of
The Palms of St. George
Homeowners Association**

**at
150 N. 3050 E.
St. George, Utah 84790**

Prepared by:



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

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**SECOND AMENDED AND RESTATED BYLAWS OF
THE PALMS OF ST. GEORGE HOMEOWNERS ASSOCIATION**

**ARTICLE I
GENERAL**

1.1 **Purpose of Bylaws.** These Bylaws are adopted for the regulation and management of the affairs of The Palms of St. George Homeowners Association, a Utah nonprofit corporation (the "Association"), organized to be the Association to which reference is made in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Palms of St. George Recreational Vehicle Park, 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 Development. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

1.2 **Terms Defined in Declaration.** Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to them in the Declaration.

1.3 **Controlling Laws and Instruments.** These Bylaws are subject to 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 ("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. Where these Bylaws differ from the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of either the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

**ARTICLE II
OFFICES**

2.1 **Principal Office.** The principal office of the Corporation shall be at 150 N. 3050 E., St. George, Utah 84790.

2.2 **Registered Office and Agent.** The Nonprofit Act requires 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 of Incorporation and may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law with the Division.

ARTICLE III

MEMBERS

3.1 **Members.** A "Member," as provided in the Declaration, is the person or, if more than one, all persons collectively, who constitute the Owner of a Lot within the Development.

3.2 **Memberships Appurtenant to Lots.** 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.

3.3 **Members' Voting Rights.** Subject to the provisions in the Declaration and the Articles of Incorporation, a Member shall be entitled to one (1) vote for each Lot which he or she owns within the Development. 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 proxy, or through ballot, 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.

3.4 **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 of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with the Utah law.

3.5 **Suspension of Voting Rights.** The Board of Directors may suspend the voting rights of a Member for any period during which an assessment remains unpaid. The Board of Directors may also, after Notice and Hearing, suspend the voting rights of a Member and the right of the Member to use the Common Area and Facilities as provided for in Section 5.5 of the Declaration.

3.6 **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.

3.7 **Assignment of Voting Rights to Tenants and Mortgagees.** A Member may assign his right to vote to a tenant occupying his Unit or to a mortgagee of his Unit for the term of the lease of the mortgage and any sale, transfer or conveyance of the 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 IV

MEETING OF MEMBERS

4.1 **Place of Members' Meetings.** Meetings of Members shall be held at the principal office of the Association. All meetings shall be conducted following Roberts Rules of Order.

4.2 **Annual Meetings of Members.** Annual Meetings of the Members shall be held on the third (3rd) Monday of each January, at such time of day as is fixed by the Board of Directors and specified in the notice of meeting. The Annual Meetings shall be held to elect Directors of the Association and to transact such other business as may properly come before the meeting.

4.3 **Special Meetings of Members.** Special Meetings of the Members may be called by the President or the Board. The Board shall hold a Special Meeting of the Members if requested by a Member, if such request: (1) states the purpose or purposes for which the meeting is to be held; and (2) is signed and dated by Members holding not less than twenty-five percent (25%) of the total votes of all Members. No business shall be transacted at a Special Meeting of Members except as indicated in the notice thereof. Such Meeting shall be called within thirty (30) days of receiving request as stated above.

4.3.1 The Board shall not infringe on the rights of the members to hold meetings, group conferences or other group associations for open discussion or any other purpose. Such groups may make recommendations in writing to the Board or request to address the Board at any Board Meeting by formal request to be included on the agenda of such meeting if such request is made at least two (2) days prior to the Board meeting.

4.4 Record Date/Members List.

4.4.1. 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 4.4.2 below, unless the Board, in advance of sending notice, set 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.

4.4.2 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 given, 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 (i) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (ii) 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 may not be more than seventy (70) 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.

4.4.3. The Association shall only be required to prepare a list of the names of the Members as provided for in Section 9.3.3.

4.5 Notice of Members' Meetings. Written notice stating the place, day, and hour of any meeting shall be delivered not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally or by first class or registered mail, by or at the direction of the Board to each Member entitled to vote at such meeting (plus any time added to effectuate delivery under Section 9.18). Notwithstanding the foregoing, notice given by other means shall be deemed fair and reasonable if given in accordance with the Utah Nonprofit Corporation Act. 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 trustee 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 Nonprofit Act; (d) notice of any amendment to these Amended 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 by the Secretary or President at least ten (10) days before the Association gives notice to the meeting. The notice of a Special Meeting shall state the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered three (3) business days after a copy of the same has been deposited in the United States mail addressed to the Member at the street address given by the Member to the Association for purposes of notice, or to the Lot of such Member if no address has been given to the Association.

4.6 Proxies and Ballots Used at Meetings. A Member entitled to vote at a meeting may vote in person or ballot, or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and titled with the Secretary of the meeting prior to the time the proxy is exercised. Any 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. In addition to utilizing a ballot in connection with a meeting, 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 (1) the time by which all

ballots must be received has passed so that a quorum can be determined and (2) 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. 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.

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.

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.

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 Subsection 4.16.

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 the earlier of (i) the day after the meeting of the Members for which the proxy was expressly submitted; or (ii) 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.

4.7 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 is considered to be present in person at the meeting.

4.8 Quorum at Members' Meetings. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, or these Amended 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 forty percent (40%) 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 be equal to twenty-five percent (25%) of the membership to constitute a quorum, except as otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws. No such subsequent meeting shall be held less than seven (7), or more than forty-five (45), days following such preceding meeting at which a quorum was not present.

4.9 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.

4.10 Vote Required at Members' Meeting. At any meeting where a quorum is present, a majority of the votes present, in person, by ballot, or by proxy, and entitled to be cast on a matter, shall be necessary for the approval and/or adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, except that, in the case of elections in which there is more than one (1) candidate, the person receiving the highest number of votes shall be elected. Cumulative voting by Members in the election of Directors shall not be permitted. The affirmative vote of Members holding a majority of the voting interests of all Members shall be required to remove any of the Directors. A plurality is not sufficient to remove a Director, but rather a majority vote of all Members shall be required to remove each Director individually. Such removal vote and proceedings may only be at a meeting of the Members, the notice of which indicates such purpose.

4.11 Plurality Vote for Election. A plurality shall be sufficient for the election of a candidate. By way of definition, a plurality means that when there is more than one (1) candidate, it is possible for someone to be elected although getting less than half of the votes or less than a majority (i.e., the candidate(s) with the most votes win(s)). In event of a tie vote for the final position to be filled at the election, the matter shall be resolved by the flip of a coin before the meeting is adjourned.

4.12 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. Any motion and vote that may have a direct effect on the membership of the Association shall be made a part of the minutes of the meeting.

4.13 Expenses of Meetings. The Association shall bear the expenses of all Regular, Annual, and Special Meetings of Members.

4.14 Waiver of Notice. A Member may waive any notice required by the Act 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.

4.15 Action of Members Without a Meeting. Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice if a consent, in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Directors may not be elected by written consent except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronically transmitted facsimile or other form of communication providing the Association with a complete copy of the written consent, including a copy of the signature to the written consent.

4.16 Signature of Members. Except as otherwise provided in the Act, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and lot number and signed by the Member with a designation of the Member's capacity; e.g., owner, partner, president, director, member, trustee, conservator, guardian, etc. Computer e-mails shall be accepted provided; (1) a proxy form supplied by the Association is used, (2) the Email address is readable, (3) the e-mail sets forth or is transmitted with written evidence from which it can be determined that the member transmitted or authorized the transmission of the appointment, and (4) if challenged the originator can be contacted by telephone for verification of intent. 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 V **BOARD OF DIRECTORS**

5.1 Powers and Duties of the Board of Directors.

5.1.1. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. The Board shall have power to:

(a) Create and maintain any changes to a document called "Rules and Regulations of the Palms of St. George Recreational Vehicle Park Homeowners Association". This document shall list any and all of the Park Rules which govern the park on a daily basis and have been approved by the Board and/or the membership. The rules shall be categorized by areas regulated or controlled by such rules. No rule or regulation shall be in conflict with the established Articles, Declaration or these Bylaws. The Board may establish penalties for infractions of rules and regulation. A master copy of the Rules and Regulations shall be kept in the office and copies supplied to all members of the Association. The Master copy shall have at the end of each rule or regulation a note as to the date of approval and by what authority, (i.e. by the Board of Directors or in a membership meeting). The Master copy shall have the date of the latest addition or correction noted at the top of the first page. Copies of the Rules and Regulations may be printed in whole or in part and posted or distributed to meet the needs of the Association.

Existing or new Rules may be challenged by a petition signed by twenty-five percent (25%) of the membership of the Association. The Board may address the petition at a regular Board or Membership meeting if such meeting is scheduled within forty-five (45) days. If the Board cannot resolve the Rule challenge to the satisfaction of the petitioners and no membership meeting is scheduled, the Board must call a Special Meeting pursuant to Article 4.3 and 4.8 of these Bylaws. The signed petition shall be the formal request for such meeting.

(c) Suspend the voting rights and the rights to use recreational facilities of a Member during a period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(d) Exercise, for the Association, powers duties and authority vested in or delegated to the Association, and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;

(e) Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from four consecutive regular meetings of the Board without cause; and

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and obligations as required by law.

5.1.2. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty five percent (25%) of the Members who are entitled to vote. Dissenting votes shall be record in the minutes of the meeting.

minutes of all meetings of the Membership and the Board shall be posted no later than fifteen (15) days of such meetings. Copies of minutes will be made available to

members upon request. Exceptions shall be made for minutes of the Board in Executive Session as defined in 6.3 of these Bylaws which need not be made public.

- (c) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (d) as more fully provided in the Declaration, to:
 - (1) fix the amount of the monthly assessment against each Lot and to send written notice of such assessment to every Owner subject thereto as provided in the Declaration.
 - (2) foreclose the lien against any Lot for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a receipt setting forth whether or not any assessment has been paid. No charge may be made by the Board for the issuance of these receipts. If a receipt states an assessment has been paid, such receipts shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability, hazard, and other insurance on property owned by the Association as required by the insurance provision of the Declaration;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) Ensure that the Park manager does not enter into long-term rentals except that such rentals are entered into and carried out in full compliance with the 55 and older status of the community and the provision governing that status contained in the Declaration.

5.2 Qualifications of Directors. A Director must comply with Article VI of the Articles of Incorporation. If the Owner of any such Lot is a partnership, corporation, or limited liability company, he/she 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. Any Director no longer qualified to serve under the standards provided for in this Section 5.2 may be removed by a majority vote of the Directors then in office.

5.3 Number of Directors. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals.

5.4 Tenure of Directors. The Directors shall be elected for the term of two (2) years. Each Director shall hold office until his term expires and until his successor has been duly elected and qualifies. No Director shall serve for more than two (2) consecutive two (2) year terms; however, such persons may be nominated to run for election after three (3) years of absence.

5.5 Nominating Committee. Nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board at least sixty (60) days prior to each annual meeting

of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall be contacted by the committee and agree to serve. Any Association member in good standing may request to have their name placed in nomination, in which case their name shall appear on the ballot provided such request is made prior to printing of the ballots. Any candidate running for a Board position must include in their candidate resume the name(s) of any relative(s) who are currently on the Board or are current candidates.

5.6 Resignation and Removal of Directors. Any Director may resign at any time by giving written notice to the President, to the Secretary, or to the Board stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. Any Director who resigns shall not serve as a Director for a period of two (2) years after the term for which they resigned has expired. Any director who has previously resigned and resigns a second time shall not serve as a Director for a period of five (5) years after the term for which they resigned has expired. The only exception to the foregoing restrictions is family or medical emergencies. A Directory who resigns may deliver to the Utah Department of Commerce, Division of Corporations and Commercial Code, a statement setting forth (a) that person's name; (b) the name of this Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or Officer; and (d) the date on which the person ceased to be a Director or Officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

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. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association and any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board.

5.7 Vacancies in the Board of Directors. Any vacancy occurring in the Board shall be filled by the runner up of the previous election, if there is no runner up a Special election will be held. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A directorship to be fill by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected to fill the vacancy of a Director elected by the voting Members may be removed without cause by the voting Members. 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.

5.8 Appointment of Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of two (2) or more Directors and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board in the

management of the Association, except authority with respect to those matters specified in the Act as matter which such committee may not have and exercise the authority of the Board.

5.9 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall be applicable to meetings of committees of the Board.

ARTICLE VI **MEETINGS OF DIRECTORS**

6.1 Place of Directors' Meetings. Meetings of the Board shall be held at the principal office of the Association.

6.2 Annual Meeting of Directors. The Annual Meeting of the Board shall be held on the same date as, or within ten (10) days following, the Annual Meeting of Members and also on the date that newly elected Directors take office. The Business to be conducted at the Annual Meeting of the Board shall consist of the appointment of Officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the Annual Meeting of the Board shall be necessary if the meeting is held on the same day and at the same place as the Annual Meeting of Members at which the Board is elected or if the time and place of the Annual Meeting of Board is announced at the Annual Meeting of Members.

6.3 Other Regular Meetings of Directors. The Board may hold other regular meetings and may, by resolution, establish in advance the times for such regular meetings. The location of such meetings shall be the Principal Office of the Association (Club House). No prior notice of any regular meeting need be given after establishment of the time and place thereof by such resolution. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, current or potential litigation, and orders of business of a similar or otherwise sensitive nature. All items discussed in an executive session that are not of a private or confidential nature must be included in the minutes of such meeting and posted and made available per 5.1.2 (a)(1) of these Bylaws.

6.4 Special Meetings of Directors. Special Meetings of the Board may be called by the President or any two (2) members of the Board other than the President. No action or vote shall be initiated unless all Board members are in attendance, in telecommunication, or were notified as per 6.5 of these Bylaws.

6.5 Notice of Directors' Meetings. In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be

delivered not less than three (3) nor more than thirty (30) days before the date of the meeting, by mail, fax, telephone, email, or personally, by or at the direction of the persons calling the meeting, to each member of the Board. Plus any time added to effectuate delivery under Section 9.18.

Neither the business to be transacted at, nor the purpose of, and Regular or Special Meeting of the Board need be specified in the notice or waiver of such meeting.

At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 9.18), 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 9.18) 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.

6.6 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: (i) to another Director who is present at the meeting; and (ii) 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 6.6 and as permitted by Section 6.13, Directors may not vote or otherwise act by proxy.

6.7 Telecommunications. The Board may permit any Director to participate in a Regular or Special Meeting 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. If a Director is to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Owners entitled to notice of the Board meeting under Section 6.5 to participate by the available electronic means.

6.8 Quorum of Directors. A majority of the number of Directors fixed in these Amended Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person or by proxy, if applicable.

6.9 Adjournment of Directors' Meeting. 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.

6.10 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 of Incorporation, or these Bylaws.

6.11 Officers at Meetings. The President shall act as chairman and the Board shall appoint a secretary to act at all meetings of the Board.

6.12 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 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.

6.12.1 Dissent or Abstention. The right of dissent or abstention pursuant to Section 6.12 is not available to a Director who votes in favor of the action taken.

6.13 Action of Directors Without a Meeting.

6.13.1 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 Subsection 6.13.1 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 6.13.1 is effective at the time it is taken, unless the Board establishes a different effective date.

6.13.2 With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws that may also 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 6.13.2 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 6.13.2 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 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 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 6.13.2 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 16.13.2 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

6.13.3 General Provisions. A communication under this Section 6.13 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 6.13.2 is considered to be written, signed, and dated for purposes of this section 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 6.13, communications to the Association are not effective until received. Action taken pursuant to this Section 6.13 has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

6.14 Open Meetings/Member Right to Participate. Except as provided in Subsections 6.15 and 6.5, 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. However, nothing in this Section shall affect the validity or enforceability of an action of a Board.

6.15 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.

ARTICLE VII **OFFICERS**

7.1 Officers, Employees, and Agents. The Officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and a Social Director. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person. Officers must be Members of the Board or Association.

7.2 Tenure. The Officers of the Association shall be elected by the Board annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly elected and qualifies or until he is removed. Any officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

7.3 Resignation and Removal of Officers. An Officer may resign at any time by giving written notice of resignation to the Association. A resignation of an Officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may: (a) (i) permit the Officer to remain in office until the effective date; and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the Officer at any time before the effective date; and (ii) fill the vacancy created by the removal. The Board may remove any Officer at any time with or without cause. An Officer who resigns, is removed, or whose appointment has expired may file a statement in the same form as provided in Section 5.6.

7.4 Vacancies in Officers. Any vacancy occurring in any position as an Officer may be filled by the Board. An Officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office provided the requirements of paragraph 5.7 of these Bylaws are met.

7.5 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board and of the Members of the Association.

7.6 Vice President. The Vice President, if any, may act in place of the President in case of his death, absence, or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board of Directors or by the President.

7.7 Secretary. The Secretary shall be the custodian of the records and the seal, if any, of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law

and that the books, reports, and other documents and records of the Association set forth in Section 9.3 are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board, and of committees of the Board; shall keep at the principal office of the Association a record of the names and addresses of the Members; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board or by the President. Record the vote count, the number of ballots, the number of valid ballots and the number of ballots each candidate received in an annual election. The Board may appoint one (1) or more Assistant Secretaries who may act in place of the Secretary in case of his death, absence or inability to act. The duties of the Secretary may be delegated to a property management company.

7.8 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board; may cosign checks in accordance with Section 9.15 below; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board may, from time to time, require; shall arrange for the annual report required under Section 9.6 of these Bylaws; with the President and Park Manager, maintain an active role in continually evaluating the financial integrity of the Park and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the Board or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his death, absence or inability to act. The duties of the Treasurer may be delegated to a property management company.

7.9 Bonds. The Association shall require and pay for fidelity bonds covering Officers or other persons handling funds of the Association as required in the Declaration. The Association shall pay the premiums for such bonds.

7.10 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

ARTICLE VIII INDEMNIFICATION OF OFFICIALS AND AGENTS

8.1 Right of Indemnification. The Association shall indemnify any Director, Officer, employee, fiduciary, and agent (including without limitation the property manager) to the fullest extent allowed under Sections 16-6a-901 through 16-16a-910 of the Nonprofit Corporations Act, or any replacement Sections thereof.

8.2 Authority to Insure. The Association shall 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 IX **MISCELLANEOUS**

9.1 Amendment/Conflict. These Bylaws may be amended, at a regular or special meeting of the Association Members, by a vote of a majority of the Association Membership who are eligible to vote in such matters. Association Members must be notified at least thirty (30) days in advance of such meeting and the purpose of the meeting stated. A copy of all proposed changes to these Bylaws shall be included in such notice. The quorum for a meeting to amend these Bylaws shall be forty percent (40%) of the Association Membership. A roll call vote shall be called for as set forth in Article 12.7 of the Declarations. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

9.2 Compensation. Directors, Officers, and Committee Members shall not be paid any salary or other compensation for their services as Directors, Officers, and Committee Members and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their efforts that are considered to be a part of their Board Responsibilities as Directors. No Board Member can also serve as the Park Manager or as the Landscape Maintenance Contractor.

9.3 Books and Records.

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

9.3.2 The Association shall maintain appropriate accounting records.

9.3.3 The Association or its agent/s 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.

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

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

9.3.6 If the Association has an active website, the Association shall make the documents described in Subsection 9.3.5 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 9.3.5 available to Members during regular business hours at the Association's address registered with the Department of Commerce.

9.4 Inspection of Records.

9.4.1 A Director or member is entitled to inspect and copy any of the records of the nonprofit corporation described in Subsection 9.3.5: (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.

9.4.2 In addition to the rights set forth in Subsection 9.4.1, 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 9.4.3; and (ii) gives the Association written demand.

9.4.3 A Director or Member may inspect and copy the records described in Subsection 9.4.2 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. No member shall receive copies of any document of a confidential matter or minutes of the Board in Executive Meeting of a confidential matter that does not pertain to them as an individual.

9.4.4 Notwithstanding any other provision in these Amended Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in 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.

9.4.5 The right of inspection granted by this Section may not be abolished or limited by the Articles of Incorporation or these Amended Bylaws.

9.4.6 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, to compel the production of corporate records for examination.

9.4.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 9.4.2 for any purposes other than those set forth in the demand made under 9.4.3.

9.4.8 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.

9.4.9

(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.

9.4.10 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.

9.4.11 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.

9.4.12 Subject to Subsection 9.4.13, 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 9.3.5, twenty-five dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) 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.

9.4.13 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.

9.5 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 Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. Except for requests for financial statements, the Association may impose a reasonable charge covering the costs of labor and material for copies of any documents

provided to the Director or Member. The charge may not exceed the estimated cost of production and reproduction of the records. The nonprofit corporation may comply with a Director's or Member's demand to inspect the record of Members under Subsection 9.3.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 9.3.3; 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, 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 of Directors, 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.

9.6 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.

9.7 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 of 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 furnish, within ten (10) days after the receipt of such request, a written statement of account setting forth the amount of unpaid assessment, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the 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.

9.8 Annual Corporation Reports. The Association shall file with the Division of Corporations and Commercial Code for the Utah Department of Commerce, 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.

9.9 Fiscal Year. The Association shall operate on a calendar year basis.

9.10 Seal. The Board of Directors may adopt a seal which shall have inscribed thereon the name of the Association and the words "SEAL" and "UTAH".

9.11 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

paragraph, 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.

9.12 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.

9.13 Limited Liability. The Association, the Board, the Architectural Review Committee, and any agent or employee of any of the same 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.

9.14 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.

9.15 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 one (1) Board Member and either the Park manager or the Treasurer and/or such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

9.16 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.

9.17 Right to Inspect. Notwithstanding the other provisions of this Article, 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.

9.18 Manner of Giving Notice. Notwithstanding any other provision in the Declaration, Articles, Bylaws, or rules and regulations, the Association may provide notice to Owners orally or 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;

(f) when notice is given orally, the notice is deemed effective when communicated; or

(g) 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.

9.19 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.

ARTICLE X

NOTICE AND HEARING PROCEDURE

10.1 Association's Enforcement Rights. In the event of an alleged violation by a Member or occupant ("Respondent") of the Declaration, these Bylaws, or the Rules and Regulations, the Board shall have the right, upon an affirmative vote of a majority of the Board, 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. The failure of the Board or the Architectural Control Committee to enforce the rules and regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. 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. If, under the provisions of the Declaration, these Bylaws, or the Rules and Regulations, a Notice of Noncompliance and Right to Hearing is required prior to taking action or pursuing remedies, the Board shall give the Member notice and an opportunity to be heard as follows:

10.1.1 Notice. Written notice shall be given specifying the nature of the alleged violation (providing any other appropriate information) and stating that the Owner or occupant may request a hearing on the matter wherein such person(s) will have an opportunity to be heard by the Board. The request for a hearing must be received by the Board within ten (10) days of the date of the notice. If a hearing is requested, written notice of the hearing shall be given at least ten (10) days prior to, and no longer than thirty (30) days before the date set for the hearing. The notice provided for in this section may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited with the U.S. Postal Service, regular mail, postage prepaid, addressed to the Owner or occupant at the

address given by the Member to the Board for the purpose of service of notice, or to the address of the Member's Unit, if no other address has been provided.

If a hearing is requested, after such hearing has taken place, the Board shall determine whether a violation has occurred and, if so, the Board may levy an assessment or fine or impose conditions which shall become effective not less than five (5) days after the date of the hearing; or take such other action as it may deem appropriate. The determination of the Board shall be final. The remedies set forth and provided in the Declaration, the Rules and Regulations of the Association or these Bylaws shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by the Declaration, these Bylaws, and the Architectural Control Committee Rules and Regulations, and other Rules and Regulations of the Association before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of the Declaration, these Bylaws, or the Rules and Regulations of the Association, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply (i) to the Board of Directors or to any Member where the complaint alleges nonpayment of assessments, special assessments or other assessments, or (ii) to matters the Board of Directors determines in its discretion will (a) affect the safety of the Common Area of Facilities or the Owners or their property or (b) will result in irreparable harm to the Association if not quickly remedied, in such cases, the Board of Directors may immediately file suit.

[SIGNATURES ON FOLLOWING PAGE]

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of The Palms of St. George Homeowners, 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 July, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 1 st day of Nov, 2020.

**THE PALMS OF ST. GEORGE HOMEOWNERS
ASSOCIATION, a Utah nonprofit Corporation**

Blake L. Frazier
By: _____

Its: President

STATE OF UTAH,)
:ss.
County of Washington)

On this 1 day of November, 2020, personally appeared before me Blake L. Frazier, 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/she is the President of The Palms of St. George Homeowners Association, a Utah non-profit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its By-Laws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.


Notary Public

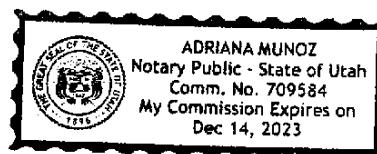


Exhibit A
(Legal Description)

These Second Amended and Restated Bylaws of The Palms of St. George Homeowners Association affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 37, Lot 38-A, Lots 39 through 58, Lot 59-A, Lots 60 through 84, and Lot 63-B, together with all Common Area, Palms of St. George, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PM-1 through SG-PM-37

PARCEL: SG-PM-38-A

PARCEL: SG-PM-39 through SG-PM-58

PARCEL: SG-PM-59-A

PARCEL: SG-PM-60 through SG-PM-84

PARCEL: SG-PM-63-B

All of Lots 85 through 106, together with all Common Area, Palms of St. George 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PM-2-85 through SG-PM-2-106