

Bylaws Page 1 of 4

Gary Christensen Washington County Recorder
05/06/2025 04:57:06 PM Fee \$428.00 By SNOW
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St. George, UT 84770

AMENDMENT TO THE BYLAWS OF THE LEDGES OF ST. GEORGE MASTER OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION

This is an Amendment to the Bylaws of The Ledges of St. George Master Owners Association (hereinafter "Bylaws"), which amendment shall be effective upon Declarant's execution of the same. The real property affected by the Bylaws is more particularly described in **Exhibit A** attached.

Pursuant to Article 15.2 of the Bylaws, Declarant hereby amends Article 13 of the Bylaws

Amendment

Article 13 of the Bylaws is amended in its entirety to read as follows:

13.a *Member Request for Corporate Records.* Upon written demand and five (5) business days' notice, a Member is entitled to inspect and copy the following records: (i) the Articles; (ii) the Bylaws; (iii) any resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (iv) the minutes of all Members' meetings for a period of three years; (v) records of all action taken by Members without a meeting, for a period of three years; (vi) all written communications to Members generally as Members for a period of three years; (vii) a list of the names and business or home addresses of the Association's current Directors; (viii) a copy of the Association's most recent annual report delivered to the Division of Corporations under Utah Code Annotated section 16-6a-1607; (ix) all financial statements prepared for periods ending during the last three years that a Member could have requested under Utah Code Annotated section 16-6a-1606.

13.b *Member Request for Restricted Corporate Records.* Upon written demand and five (5) business days' notice, a Member is entitled to inspect and copy the Association's "other records," as that term is used and interpreted under Utah Code Annotated section 16-6a-1602(2), as amended, only upon a showing that the Member has requested the records in good faith and for a proper purpose. "Other records" under this Section 13.b include reserve account statements for the three years preceding the written demand, Association contracts, tax returns for the three years preceding the written demand, and Association invoices (excluding attorney invoices). The demand issued in accordance with this section 13.b must describe with reasonable particularity the purpose for the request and the records the Member desires to inspect. The Association may decline to respond to a record request that fails in the Board's determination to state a proper purpose or has no proper purpose, including requests that are vexatious, harassing, unduly burdensome, or not otherwise made in good faith. The requested records must be directly connected with the described purpose. If the Board reasonably believes in its sole determination that the Member will use the

requested information for any other purpose or is not brought in good faith or that production of the information may reasonably jeopardize the privacy (financial or otherwise) of other Members, the Association may deny the request, or in the alternative, the Board may insist that the information be provided only after a court of competent jurisdiction has ruled on the matter (whether by stipulation or otherwise) and issued an order limiting the use and dissemination of the information to be produced. By requesting and receiving the records provided under this subpart (b), the Member agrees not to use the records for any unlawful purpose or to vex, harass or intimidate Board members or any Member, and that the information shall not be disseminated to third parties, creditors, or the like. The Member further agrees to indemnify, defend, and hold the Association, its Board members, officers, and its managing agent, and their respective successors, heirs, and assigns, harmless from any claim made or damage sustained by any person or entity arising from, related to, or concerning any inspection, use, or receipt of copies of the Association records provided under this subpart (b). This indemnification shall include attorney's fees and costs incurred by the Association, its Board members and officers and managing agents and their successors, heirs and assigns as it may relate in any way to the records requested and produced. The receiving Owner's written agreement to indemnify, defend and hold harmless as stated above shall be a precondition to delivery of any information requested under this subpart (b). The Association shall have an automatic lien against the Owner's Unit in the amount of the indemnity obligation, which may be collected as an assessment of the Association.

13.c Costs. A requesting Member shall pay, as a precondition to delivery of any requested record, all reasonable costs associated with a record request under any subpart of this Section 13, including but not limited to, professional fees such as accounting fees and attorney's fees incurred at the Board's sole discretion, bookkeeping fees, office personnel time billed at current rates, and any costs incurred for the management company, and all other reasonable costs.

Except as amended herein, all other existing provisions of the Bylaws and amendments thereto shall remain in effect.

(Signatures on the Next Page)

IN WITNESS WHEREOF, the undersigned, as the Declarant herein, has hereunto set its hand this 6th day of May, 2025.

DECLARANT

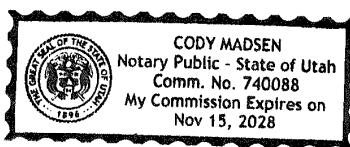
Valderra Land Holdings, LLC
By: Valderra Investment Partners, LLC,
Manager

By: DMS Services, LLC, Manager

By Charlene Huber
Charlene Huber, Trustee of the Alan E.
Wright Revocable Trust, uad, January 3,
2018, Manager.

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

SUBSCRIBED, SWORN AND ACKNOWLEDGED BEFORE ME this 6th day of May, 2025, by Charlene Huber, Trustee of the Alan E. Wright Revocable Trust, uad, January 3, 2018, which is the manager of DMS Services, LLC, which is the manager of Valderra Investment Partners, LLC, which is the manager of Valderra Land Holdings, LLC.



Cody Madsen
Notary Public
Residing at: Salt Lake County

EXHIBIT A
(Legal Description)

All lots in the following recorded subdivisions, according to the Official Plats thereof on file in the Office of the County Recorder of Washington County, State of Utah, to wit:

The Ledges of St George – Phase 1 Amended

The Ledges of St George – Phase 2

The Ledges of St George – Phase 4

The Ledges of St George – Phase 5

The Ledges of St George – Phase 6

The Ledges of St George – Phase 8

The Ledges of St George – Phase 10

The Ledges of St George – Phase 5 & Phase 10 Partial Amendment A

The Estates at Valderra - Phase 1

The Estates at Valderra - Phase 2

The Estates at Valderra - Phase 3

Villas at Valderra - Phase 1

Tax ID Numbers:

SG-LOSG-1-101 through SG-LOSG-1-128
SG-LOSG-2-201 through SG-LOSG-2-251
SG-LOSG-4-401 & SG-LOSG-4-402
SG-LOSG-5-501 through SG-LOSG-5-534
SG-LOSG-6-601 through SG-LOSG-6-621
SG-LOSG-8-801 through SG-LOSG-8-812
SG-LOSG-10-1001 through SG-LOSG-10-1041
SG-LOSG-10-1011-A & SG-LOSG-10-1012-A-1-B
SG-LOSG-5-519-A-1-A & SG-LOSG-10-1012-B
SG-EAV-1-101 through SG-EAV-1-132-A
SG-EAV-2-201 through SG-EAV-2-205-B
SG-EAV-3-11 through SG-EAV-3-17
SG-VLLV-1-1-A through SG-VLLV-1-10