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REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: SKYLINE MOUNTAIN RESORT
See doc.

When recorded mail to:
Michael R. Jensen
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**BYLAWS
OF
SPORTS HAVEN INTERNATIONAL, A UTAH NONPROFIT CORPORATION,
dba SKYLINE MOUNTAIN RESORT**

The Board of Directors of Sports Haven International, a Utah nonprofit corporation, dba Skyline Mountain Resort (the "Association"), hereby unanimously adopts the following Bylaws of the Association:

Section 1.
Skyline Mountain Resort Subdivision

These Bylaws affect the following described real property situated in Sanpete County, State of Utah:

All of the Lots, Common Areas, commercial area, and roads in SKYLINE MOUNTAIN RESORT SUBDIVISION, according to the official plat thereof, recorded on December 29, 2014, in Book 673 of Plats at page 18 as Entry # 202533, in the Records of the Sanpete County Recorder.

Said Lots are described as follows:

Commercial storage area
A-1 through A-63
B-1 through B-124
C-1 through C-77
D-1 through D-71
E-1 through E-21
F-93 through F-97
G-1 through G-45
GC-1 through GC-54
H-1 through H-86
J-1 through J-158
K-1 through K-97
L-1 through L-49
M-3 through M-97
N-1 through N-10

O-1 through O-47

Tax Parcel ##: 61666 through 61729, 62730 through 63610, 63039X, 63548X,
and 63548X1.

The Board of Directors intends and hereby expressly declares that these Bylaws shall encompass and apply to the entire Skyline Mountain Resort Subdivision including each and every Lot, Common Areas, commercial area, and roads, and all Members of the Association.

Section 2.
Applicability of Utah's Community Association Act and
the Utah Nonprofit Corporation Act

2.1. Utah's Community Association Act. These Bylaws are recorded at the office of the Sanpete County Recorder as required by the Utah's Community Association Act, Utah Code Annotated §57-8a-216.

2.2. The Utah Nonprofit Corporation Act. These Bylaws, any supplemental bylaws regarding members other than Class A Members, the Association's Articles of Incorporation as amended from time to time, and the Association's rules and regulations as adopted from time to time, are for managing the business and regulating the affairs of the Association not inconsistent with the Utah Nonprofit Corporation Act, Utah Code Annotated §16-6a-101, *et. seq.* and any amendments thereto or replacements thereof.

Section 3.
Subdivision Documents

These Bylaws are part of the Subdivision Documents as described and identified in Article 1.20 of the Declaration of Covenants, Conditions and Restrictions of Skyline Mountain Resort Subdivision (the "Declaration").

Section 4.
Bylaws Replace the 1994 Amended Bylaws; Effective Date

These Bylaws replace the Association's Amended Bylaws recorded at the office of the Sanpete County Recorder on April 19, 1994 in Book 351 at pages 510-520 as Entry #30168 (the "1994 Amended Bylaws").

These Bylaws shall become effective on the date they are recorded at the office of the Sanpete County Recorder. These Bylaws shall not have retroactive application. The Association's 1994 Amended Bylaws shall govern and apply to all conditions, circumstances,

and events, within the sole purview of bylaws, occurring at any time prior to the recording of these Bylaws.

Section 5.
Members

5.1. Member Classifications, and Respective Voting and Participation Rights.

The classes of members of the Association, and their respective voting and participation rights, are as follows:

<u>Class</u>	<u>Description</u>	<u>Votes per Member</u>	<u>Participation Right</u>
A	Regular Membership: owners of Lots in the Association Subdivision. There are 945 Subdivision Lots, including (1) any Lot presently owned by two families, and (2) five Lots in the 10 acre "Island Parcel" (previously Class G).	3	Full participation rights, except the following limitations affecting the following Lots: (1) as to any Lot owned by two families, only one of the families has the Regular Membership; and (2) as to five Lots in the 10 acre "Island Parcel", the Association does not have any responsibility to maintain roads to or in the "Island Parcel" or to furnish water or electrical service/connections to any of the Lots in the "Island Parcel".

In addition to the above-described Class A membership classification, the Association has a few existing Timeshare memberships (Class B Members) who have a written unrecorded timeshare interest in Cabin #1 located on the Association's Common Area #2 and have two votes per Class B Member, and a few existing Camper memberships (Class C Members) for camping in the Association's Common Area campground and have one vote per Class C Member. The remaining provisions of this Section 5 Members, except for this subsection 5.1 and subsections 5.2 If Membership is in Two or More Persons, 5.3 Membership Certificates, and 5.6 Meetings of Members, of these Bylaws do not govern either the Class B or C Members. Rather, supplemental bylaws of the Association shall govern the Class B and C Members because (1) the Class B and C Members do not have any ownership in any of the Subdivision Lots within Skyline Mountain Resort Subdivision, and therefore any bylaws directly affecting rights and responsibilities of the Class B and C Members do not need to be recorded, (2) the Class B and C Members' participation is limited to certain uses of the Common Areas, (3) the Class B and C Members are few in number, (4) the rules governing the Class B and C Members, such as monthly dues, use fees, membership transfer fees, transfer of membership, resignation, and termination, expulsion, or suspension of membership, are different from such matters governing

the Class A Members who are the owners of Subdivision Lots, and (5) such supplemental bylaws, if they were to be included in these Bylaws, would render these Bylaws lengthy, confusing and complicated.

The Association shall not issue any further Timeshare memberships (Class B Members) or Camper memberships (Class C Members).

Under the 1994 Amended Bylaws, the Association had three other membership classifications, namely, Class D (conditional membership), Class E (recreational use membership), and Class F (water rights). The Association does not have any such members and has therefore discontinued said three Classes.

5.2. If Membership is in Two or More Persons. If a membership in any class stands of record in the names of two or more persons, (a) if only one votes, the act binds all of the persons whose membership is jointly held or (b) if more than one votes, the vote is divided on a pro-rata basis.

5.3. Membership Certificates. A Member in any class will be issued a Membership Certificate for each membership he purchases and the certificate will name the type of membership and designate the class.

5.4. Regular and Special Assessments, Individual Charges, Use Fees, and Membership Transfer Fees, of Class A Members.

5.4.1. Regular Assessments, Special Assessments, and Individual Charges. Each Class A Member, except the Association, shall be responsible to promptly pay to the Association all Regular Assessments, Special Assessments, and Individual Charges, as defined and described in the Declaration, assessed or levied against him by the Association.

5.4.2. Use Fees and Membership Transfer Fees. Each Class A Member, except the Association, shall be responsible for the prompt payment to the Association of Use Fees for the use of any Common Areas and facilities by the Class A Member and his guests, and for Membership Transfer Fees, in amounts set by the Association's Board of Directors from time to time.

5.5. Rights, and Forfeiture of Rights, of Class A Members.

5.5.1. Rights. Each Class A Member in good standing with the Association and not delinquent in the payment of Regular Assessments, Special Assessments, Individual Charges, Use Fees, and Membership Transfer Fees, shall have the right to use any and all of the Common Areas and facilities located thereon.

5.5.2. Forfeiture of Rights. When a Class A Member is delinquent ninety (90) days in the payment of his Regular Assessments, Special Assessments, Individual Charges, or Use Fees, all of his rights as a Class A Member shall be forfeited and shall not be reinstated until and unless such Regular Assessments, Special Assessments, Individual Charges, and Use Fees, are fully paid and satisfied. Such forfeiture shall be in addition to the enforcement rights and remedies described or referred to in the Declaration.

5.6. Meetings of Members.

5.6.1. Annual Meeting. The Association shall hold an annual meeting of the Members of all classes on a day in or around June, as set each year by the Board of Directors, at the Association's clubhouse located at 11860 East Clubhouse Drive, Fairview, Utah, or at such other place as the Board of Directors shall designate in the notice of the meeting. At the annual meeting, the Members shall elect Directors to serve until their successors shall be elected and qualified or until their offices shall be vacated by death, resignation, or removal. The Members shall also transact such other business as shall be legally and properly brought before them.

5.6.2. Special Meetings. The Association shall hold a special meeting of its Members on either (a) the call of its Board of Directors that states the purpose of the meeting, or (b) written demand for the meeting, furnished to the Secretary of the Association, that states the purpose of the meeting and is signed and dated by Members holding at least ten percent 10% of all of the votes entitled to be cast on any issue proposed to be considered at the meeting. The business of the special meeting shall be limited to those purposes set forth in said call or demand for the meeting.

5.6.3. Notice of Any Annual or Special Meeting. No fewer than ten (10) days before the date of the annual or special meeting if notice is mailed by first-class mail or by e-mail, or no fewer than thirty (30) days nor more than sixty (60) days before the meeting if notice is by other than first-class mail or e-mail, the Association's Secretary shall cause a written notice, setting forth the date, time, place, and purpose of the meeting, to be mailed, with postage prepaid, or to be e-mailed, to each Member of record at his most recent mailing address or e-mail address as it appears on the books of the Association.

5.6.4. Waiver of Notice. A Member may waive any notice of any annual or special meeting, whether before or after the date or time of the meeting as stated in the notice, by signing a written waiver and furnishing it to the Association. Also, a Member's attendance at the meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting because of lack of notice or defective notice; and he 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.

5.6.5. Proxies. All proxy appointments shall be in writing and shall be filed with the Secretary. Any proxy must be a Class A Member. The President, First Vice President and Secretary shall constitute a credentials committee and shall pass upon the validity of all proxies submitted for use at any meetings. The decision of the credentials committee shall be final upon all disputes regarding proxies, unless overruled by a two-thirds majority of the members present at the meeting.

5.6.6. Quorum. For any annual or special meeting, a quorum shall consist of those Members in good standing with the Association and who are present at the meeting in person or by proxy.

5.6.7. Voting/Action on the Matter. At any annual or special meeting, provided a quorum is present, any action taken shall be legal and binding on the Association and all Members if approved by a simple majority of the Members present in person or by proxy unless the Association's Articles of Incorporation or these Bylaws require a greater voting requirement.

5.7. Transfer of Class A Membership. Transfer of any Class A Membership can only be made together with good and sufficient conveyance of the Skyline Mountain Resort Subdivision Lot to which the Class A membership is attached, and the transfer must be to the grantee in said conveyance in accordance with the following: Upon conveyance of a Lot together with the .1058 of one percent (1%) interest in the Common Areas, the recording of the deed conveying same, written verification by the selling Owner and/or buying Owner to the Association confirming such conveyance, payment to the Association of any delinquent Regular Assessments, Special Assessments, Individual Charges, and Use Fees owed by the selling Owner, and payment to the Association of the applicable membership transfer fee, such Class A membership shall automatically be transferred to the new Owner.

5.8. Resignation Not Available to Class A Members. A Class A Member cannot resign as a Member of the Association. The Class A membership is an integral part, both as to rights and responsibilities, of the Class A Member's ownership of a Lot in the Skyline Mountain Resort Subdivision.

Section 6 Board of Directors

6.1. Number of Directors. The Association shall have a Board of Directors ("Board" or "Directors"), all of the same class, consisting of five Directors.

6.2. Qualifications. Each Director must meet all of the following qualifications in order to serve on the Board of Directors of the Association: he must be (1) a natural person, (2) 18 years of age or older, (3) a Class A Member, (4) not an employee of the Association and (5) duly elected or appointed in accordance with these Bylaws.

6.3. Powers and Duties.

6.3.1. All Powers and Duties. All powers and duties of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board.

6.3.2. Financial Management. The Board is ultimately responsible for the financial management of the Association and should include a current financial review as part of each Board meeting. Further, as soon as feasible during the fourth quarter of each calendar year, a comprehensive budget prepared by the Board's finance committee for the next calendar year should be presented, discussed, and reviewed by the Board, and, at the ensuing January Board meeting, approved by the Board. Once the budget has been adopted by the Board, strict adherence thereto should be sought in the management activities of the Association.

6.4. Election. The Members shall elect the Directors, except when a vacancy on the Board occurs in which event the remaining Directors shall elect a successor Director to serve the balance of the term of the replaced Director in accordance with 6.8 below.

6.5. Term of Office/Staggered Terms. The term of each Director shall be up to three years. The term of office of the Directors shall not be concurrent, but shall be staggered in such manner that no more than two members of the Board shall have terms running concurrently. Directors may be elected for successive terms.

6.6. Resignation. A Director may resign at any time by giving written notice of resignation to the Board. A Director's resignation is effective when the notice is received by the Board unless the notice specifies a later effective date. A Director who fails to attend and actively participate in three successive Board meetings, without being excused from the meetings, is considered to have resigned as a Director if such failure to attend and actively participate is confirmed by an affirmative vote of the Board.

6.7. Removal. The Members of the Association may remove one or more Directors, with or without cause, at a meeting called for the purpose of removing the Director(s) if the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the Director(s).

6.8. Vacancy. In the event of any vacancy in the Board caused by death, resignation, or removal, the remaining Directors shall elect a successor Director to the Board to serve the balance of the term of the replaced Director.

6.9. Meetings/Notice.

6.9.1. Regular Meetings. The Board shall hold a regular meeting monthly. No notice of regular meetings is required.

6.9.2. Special Meetings. Special meetings shall be held whenever called by the President or by a majority of the Board. By unanimous consent or participation of the Directors, special meetings may be held at any time and place, without notice. Otherwise, notice shall be mailed by the Secretary to each Director not less than five days before any such meeting, and such notice shall state the purpose thereof.

6.10. Quorum. A quorum of the Board consists of a majority of the Directors in office immediately before the meeting begins.

6.11. Voting/Action on the Matter. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board.

Section 7. Officers

7.1. Title of Each Officer. The titles of the Association's officers are President, Vice President, Secretary, and Treasurer. The same individual may simultaneously hold more than one office in the Association.

7.2. Qualifications. Each officer must meet all of the following qualifications in order to serve as an officer of the Association: he must be (1) a natural person, (2) 18 years of age or older, (3) a Class A Member, (4) a Director, (5) not an employee of the Association, and (6) duly appointed by the Board to serve as an officer in accordance with these Bylaws.

7.3. Board Appoints Officers. The Board appoints the officers.

7.4. Duties.

7.4.1. President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its business, property, and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, trust deeds, mortgages, promissory notes, contracts, and other legal documents, and shall do and perform all acts which the Board may require of him.

7.4.2. Vice President. In the absence of the President, or his inability to act or serve, the Vice President shall have the powers and duties of the President. Further, the Vice President shall perform such other duties as the Board may require of him.

7.4.3. Secretary. The Secretary shall prepare and maintain the minutes of the meetings of the members and the meetings of the Board, and such books and records as the Board may require him to keep. He shall sign on behalf of the Association all membership certificates, conveyances, trust deeds, mortgages, promissory notes, contracts, and other legal

documents. Further, the Secretary shall perform such other duties as the Board may require of him.

7.4.4. Treasurer. The Treasurer shall be bonded at the expense of the Association in such amount as the Board requires. The Treasurer shall be the controller of the finances of the Association, subject to the action of the Board. The Treasurer shall report the state of the finances of the Association at each annual meeting of the members and, when requested by the President or the Board to do so, at any meeting of the Board. Further, the Treasurer shall perform such other services as the Board may require of him.

7.5. Compensation. Each officer shall receive such compensation for his services in such amounts as the Board sets from time to time.

7.6. Resignation. An officer may resign at any time by giving written notice of his resignation to the Board. The resignation of an officer is effective when the notice is received by the Board unless the notice specifies a later effective date. If the resignation is made effective at a later date, the Board shall have the right to either permit the officer to remain in office until the effective date and promptly fill the vacancy when it takes place, or remove the officer at any time before the effective date and promptly fill the vacancy created by the removal.

7.7. Removal. Any and all officers are subject to removal, with or without cause, at any time by the Board.

Section 8.

Standards of Conduct for Directors and Officers

8.1. Standards of Conduct. Each Director and officer shall discharge his duties in good faith, with the care any ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association. In discharging duties, a Director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by (a) one or more officers or employees of the Association whom the Director or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Director or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Director, a committee of the Board, of which the Director is not a member, if the Director reasonably believes the committee merits confidence.

8.2. Limited Liability. A Director or officer is not liable to the Association, its Members, or any conservator or receiver, or any assignee or successor-in-interest of the Association or Member, for any action taken, or any failure to take any action, as a Director or officer, as the case may be, unless (a) the Director or officer has breached or failed to perform the duties of office as set forth in section 8.1 above and (b) the breach or failure to perform

constitutes willful misconduct, intentional infliction of harm on the Association or its Members, or gross negligence.

Section 9.
Indemnification of Directors and Officers

The Association shall indemnify and hold harmless, limited to payment for or reimbursement of the reasonable attorney fees and costs of, any individual made a party to a proceeding because the individual is or was a Director or officer, against liability incurred in the proceeding if (a) the individual's conduct was in good faith, (b) the individual reasonably believed that the individual's conduct was in, or not opposed to, the Association's best interests, and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. The Association shall not indemnify a Director or officer either (a) in connection with a proceeding by or in the right of the Association in which the Director or officer is adjudged liable to the Association, or (b) in connection with any other proceeding charging that the Director or officer derived an improper personal benefit, whether or not involving action in the Director's or officer's official capacity, in which proceeding the Director or officer was adjudged liable on the basis that the Director or officer derived an improper personal benefit.

Section 10.
Amending the Bylaws

The Board may amend these Bylaws at any time to add, change, or delete a provision, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class, in which event only the Members may amend such provisions in these Bylaws. The Members may amend these Bylaws even though they may also be amended by the Board, pursuant to Utah Code Annotated §16-6a-1010.

Section 11.
Miscellaneous

11.1. Amending the Declaration. The Declaration may be amended only upon the approval of the Class A Members in the manner described in the Declaration. Upon any such vote approving the amendment, the President and Secretary shall prepare, execute, certify, and record the amendment to the Declaration on behalf of the Association.

11.2. Gender. For purposes of these Bylaws, the masculine gender and feminine gender are shown as "he", "his", or "him".

11.3. Section Headings. The section and subsection headings used in these Bylaws are merely for identification purposes and shall not be considered in the interpretation of these Bylaws.

The foregoing Bylaws of Sports Haven International, a Utah nonprofit corporation, dba Skyline Mountain Resort, were adopted by a unanimous vote of its Board of Directors at the Board's special meeting held this 10th day of January 2015.

SPORTS HAVEN INTERNATIONAL, a Utah
Nonprofit Corporation, dba SKYLINE
MOUNTAIN RESORT.

By: 

Everett Taylor
Chairman of its Board of Directors

By: 

Lane Lundstrum
Member of the Board of Directors

By: 

Sue Schmidt
Member of the Board of Directors

By: 

Max D. Henrie
Member of the Board of Directors

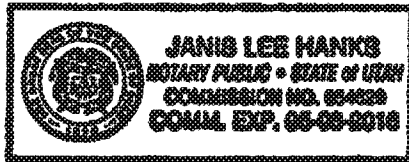
By: 

Rick Madrigal
Member of the Board of Directors

NOTARY ACKNOWLEDGEMENT AND SIGNATURE ON THE FOLLOWING PAGE

STATE OF UTAH)
COUNTY OF SANPETE)

On the 10TH day of January 2015, personally appeared before me Everett Taylor, Lane Lundstrom, Sue Schmidt, Max D. Henrie, and Rick Madrigal, personally known to me, or proved to me on the basis of satisfactory evidence, who being by me duly sworn did state that they are the Board of Directors of SPORTS HAVEN INTERNATIONAL, a Utah nonprofit corporation, dba SKYLINE MOUNTAIN RESORT, and that they signed the within and foregoing Bylaws for and in behalf of said corporation.



Janis K. Hanks
Notary Public
Rt #1 Box 247
Tulwien, UTAH
84629