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ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 9 02:09 PM FEE 40.00 BY AR
RECORDED FOR PAYSON CITY

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BYLAWS OF ARROWHEAD RANCH HOMEOWNERS ASSOCIATION, INC.

These BYLAWS OF ARROWHEAD RANCH HOMEOWNERS ASSOCIATION, INC. are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted in order to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the master planned development Project known as Arrowhead Ranch and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Covenants, Conditions and Restrictions for Arrowhead Ranch.

ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any Lot or Dwelling, or the mere act of occupancy or use of any of said Lots, Dwellings or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

3.1 **Annual Meetings**. The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Control Period, but the Declarant may hold Annual Meetings at its discretion.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than thirty-three percent (33%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of a valid Owner request. During the Control Period, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings.** The Board may designate any place in Utah that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and location (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Dwelling shall be deemed to be the Owner's registered address and notice to the Dwelling address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if he or she has fully paid his or her Assessment account (together with interest or other fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The Persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** Any number of Owners present in person or by proxy at a meeting called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions. The vote of the Owners representing a majority of the Allocated Interest of the Owners in attendance in person or by proxy, shall decide any question or action brought before the meeting. Notwithstanding the foregoing, if the Act, the Articles of Incorporation, the Declaration (as amended), or these Bylaws require a fixed percentage of Owners' voting interests to approve any specific action (e.g., amending Governing Documents), that percentage shall be required to approve such action.

3.8 **Proxies.** At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall make a record of all proxies in the meeting minutes.

3.9 **Votes.** With respect to each matter submitted to an Owner vote, each Owner entitled to vote shall have the right to cast, in person or by proxy, or by any type of written or electronic ballot, one (1) vote per Lot owned. The Declarant shall be entitled cast fifty (50) votes per Lot owned by the Declarant. The affirmative vote of a majority of the votes entitled to be cast by the Declarant and Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, or the Acts. When more than one (1) Owner holds an interest in a Lot, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of one (1) Lot, no vote shall be counted for that Lot but it shall be counted for the purposes of establishing a quorum. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Pursuant to Section 3.5, above, Only those Owners whose accounts with the Association are current at least 48 hours prior to the start of the meeting shall be entitled to vote.

3.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Owners present, and in the decisions and/or votes of the Board or of the Owners shall be deemed waived by those Owners in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting or date of the action taken outside of a meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings.** The Secretary or the Manager shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting. Draft meeting minutes for each Owners meeting shall be made available to requesting Owners within sixty (60) days of the meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers.** The Project and the business and affairs of the Association shall be governed and managed by a Board of Directors or the Declarant in lieu of appointed Board Members. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** During the Control Period, the Director qualification requirements of these Bylaws shall not apply and the Declarant may act as the Board and may exercise all powers of the Board as permitted by law. Following the Control Period, the Board of Directors shall be composed of five (5) individuals--two (2) Board Members shall be Owners of Area 1 Lots and three (3) Board Members shall be Owners of Area 2 Lots. Board Members must be at least 18 years old and must be an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Election.** During the Control Period, Board Members shall be appointed by Declarant. Following the Control Period, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting (i.e. an Owner casting all of the Owner's votes for (1) one candidate) is not permitted.

4.4 **Term of Office.** During the Control Period, Board Member terms shall be determined exclusively by Declarant. Following the Control Period, the terms of the Board Members shall be (2) years. The terms of Board Members shall be staggered and overlap so that elections for Board Member positions are held each year. If Board Member terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in any manner the Board deems appropriate. Board Members may serve consecutive terms if elected. At the first election following the Control Period, following shall apply:

- (a) the Owner of an Area 1 Lot receiving the highest number of votes shall serve a two (2) year term;
- (b) the Owner of an Area 1 Lot receiving the next highest number of votes shall serve a one (1) year term;
- (c) the Owner of an Area 2 Lot receiving the highest number of votes shall serve a two (2) year term;
- (d) the Owner of an Area 2 Lot receiving the next highest number of votes shall serve a one (1) year term; and
- (e) the Owner of an Area 2 Lot receiving the second next highest number of votes shall serve a one (1) year term.

4.5 **Regular Meetings.** The Board shall hold meetings at least annually or more often at the discretion of the Board. During the Control Period, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings.** Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member and those Owners who have requested notice.

4.7 **Meeting Notice.** Notice of Board meeting date, time, and location shall be given personally, by email, by text, or by telephone, to all Board Members and any Owners who have requested notice at least two business days in advance of the meeting. Board Members may waive their right to notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Owner Attendance.** Any Owner may request notice of Board meetings by requesting such notice from a Board member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.9 **Quorum and Manner of Action.** A majority of the Board Members shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Board Members present at any meeting at which a quorum is present, and for which proper notice was provided, shall be the act of the Board. Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.10 **Open Meetings.** Except as provided in (a) through (f) below, following the Control Period, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel, or to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

During the Control Period, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(7)(b) shall be open to all Owners.

4.11 **Board Meetings Generally.** The Board may designate any place in Utah County as the place for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone, video conference, or any other electronic means that allows for Board Members to communicate orally in real time. Following the Control Period, if a Board meeting is held by telephone or video conference, the Association shall provide the call-in or internet link information such that Owners may access the meeting remotely.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within these Bylaws or other Governing Document, Board action is binding and valid unless set aside by a court of law. A Person challenging the validity of a Board action for failure to comply with these Bylaws, the Governing

Documents, or for any other irregularity, may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members. The Declarant and its agents and employees shall be exempt from the requirement of approval of disinterested Board Members in order provide paid services to the Association during the Control Period.

4.14 **Resignation and Removal.** Board Members may resign at any time by delivering a written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Board Members appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Control Period may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member, provided that the new Board Member must be an Owner of the same type of Lot (i.e. Area 1 Lot or Area 2 Lot) as the removed Board member. Board Members may also be removed by the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member, provided that the newly appointed Board Member must be an Owner of the same type of Lot (i.e. Area 1 Lot or Area 2 Lot) as the removed Board member.

4.15 **Vacancies.** If vacancies occur during the Control Period, the Declarant shall appoint a Board Member to fill the vacancy. Following the Control Period, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum, provided that the newly voted-in Board Member must be an Owner of the same type of Lot (i.e. Area 1 Lot or Area 2 Lot) as the vacated Board member. A vacancy in the Board occurring by reason of removal of a Board Member by the Owners shall be filled by election of the Owners at the meeting at which such Board Member is removed, pursuant to Section 4.15, above. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Additionally, the Board Members may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting. Any actions taken without a meeting may be documented in subsequent Board meeting minutes.

4.17 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 **Adjournment**. The Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting**. A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers**. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall have the rights and powers set forth in this Article, or as otherwise designated by the Board. Officers shall not be required during the Control Period.

5.2 **Election, Tenure, and Qualifications**. Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until a successor has been elected and qualified, or until such officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. After the Control Period, officers shall be Board Members.

5.3 **Subordinate Officers**. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may determine.

5.4 **Resignation and Removal**. Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies**. If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President**. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Vice President**. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board.

5.8 **Secretary**. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.9 **Treasurer.** The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and Board meeting. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.10 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 **Designation of Committees.** The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any committee at any time.

6.2 **Proceeding of Committees.** Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each committee shall keep a record of its proceedings and shall regularly report such records to the Board.

6.3 **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to a Board Member, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies.** If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby agree to defend, indemnify, and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any

action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The defense and indemnification provided herein shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled to under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend and indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt Rules and a schedule of fines for violations of the Governing Documents as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

ARTICLE IX AMENDMENTS

9.1 **Amendments by Declarant.** During the Control Period or so long as the Declarant or one of its Affiliates owns one or more Lots in the Project or any Additional Land, the Declarant acting

alone may amend the Bylaws for any reason, without Owner approval. Declarant's unilateral amendment right as designated herein may continue past the expiration of the Control Period. No other amendment shall be valid or enforceable during the period Declarant owns at least one Lot or any Additional Land unless the Declarant has given written consent to such amendment. Any amendment during the period Declarant owns at least one Lot or any Additional Land shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Utah County Recorder.

9.2 **Amendments by Association.** After the Declarant has annexed all Additional Land and has sold all of the Lots to unaffiliated third parties, and the Control Period has expired, the Bylaws may be amended by the Owners upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Utah County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Owner signature shall be required. No amendment shall in any way restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

* * * *

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association this 24th day of April, 2024.

DECLARANT

ARROWHEAD RANCH, LLC

a Utah limited liability company,

By: 

Name: Ross Holliday

Its: Manager

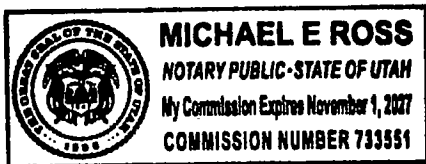
STATE OF UTAH)

) ss.

COUNTY OF Salt Lake)

On the 24th day of April, 2024, personally appeared before me Ross Holliday, who by me being duly sworn, did say that they are an authorized representative of Arrowhead Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: 



Legal Description

Tax Parcel No. 30-009-0037:

COM N 419.92 FT & W 1627.78 FT FR SE COR. SEC. 3, T9S, R2E, SLB&M.; N 0 DEG 46' 35" E 1421.58 FT; W 728.98 FT; S 88 DEG 58' 46" W 181.62 FT; S 88 DEG 55' 53" W 1177.89 FT; S 89 DEG 0' 15" W 1794.45 FT; S 43 DEG 18' 25" W 47.57 FT; N 89 DEG 0' 28" E 1827.5 FT; S 1 DEG 21' 3" E 493.07 FT; S 2 DEG 15' 23" W 856.37 FT; S 89 DEG 37' 53" E 2090.71 FT TO BEG. AREA 68.564 AC.

Tax Parcel No. 30-009-0118:

COM N 0 DEG 28' 24" W 2.96 FT & E 701.57 FT & S 43 DEG 17' 32" W 87.74 FT FR W 1/4 COR. SEC. 3, T9S, R2E, SLB&M.; S 46 DEG 42' 28" E 37.58 FT; ALONG A CURVE TO R (CHORD BEARS: S 89 DEG 19' 30" E 20.64 FT, RADIUS = 14 FT); S 41 DEG 49' 30" E 22.29 FT; S 56 DEG 44' 26" E 31.31 FT; ALONG A CURVE TO L (CHORD BEARS: S 51 DEG 22' 59" E 15.73 FT, RADIUS = 233 FT); ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 46' 48" E 107.56 FT, RADIUS = 288.87 FT); S 74 DEG 38' 45" E 43.31 FT; N 89 DEG 1' 33" E 85.3 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 58 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 1' 33" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 211.02 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); N 87 DEG 25' 42" E 58.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 42 DEG 55' 40" E 19.42 FT, RADIUS = 14 FT); N 86 DEG 49' 46" E 56.58 FT; S 0 DEG 58' 27" E 661.78 FT; S 89 DEG 1' 33" W 56 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG 58' 27" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 58 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 1' 33" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 491.56 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG 58' 27" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 58 FT; ALONG A CURVE TO L (CHORD BEARS: S 44 DEG 1' 33" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 541.48 FT; ALONG A CURVE TO R (CHORD BEARS: N 68 DEG 47' 1" W 53.63 FT, RADIUS = 71 FT); N 46 DEG 35' 35" W 88.71 FT; ALONG A CURVE TO R (CHORD BEARS: N 1 DEG 42' 32" W 19.76 FT, RADIUS = 14 FT); N 46 DEG 42' 28" W 39.45 FT; N 43 DEG 17' 32" E 913.65 FT TO BEG. AREA 18.275 AC.

Tax Parcel No. 30-009-0119:

COM N 0 DEG 28' 24" W 2.96 FT & E 701.57 FT FR W 1/4 COR. SEC. 3, T9S, R2E, SLB&M.; N 89 DEG 49' 31" E 764.53 FT; N 89 DEG 52' 3" E 669.67 FT; N 89 DEG 29' 8" E 303.02 FT; N 88 DEG 48' 5" E 547.41 FT; N 88 DEG 50' 14" E 786.17 FT; S 0 DEG 46' 35" W 840.03 FT; S 88 DEG 58' 46" W 912.07 FT; S 88 DEG 55' 53" W 1177.89 FT; S 89 DEG 0' 15" W 1794.45 FT; N 43 DEG 17' 32" E 201.24 FT; S 46 DEG 42' 28" E 39.45 FT; ALONG A CURVE TO L (CHORD BEARS: S 1 DEG 42' 32" E 19.76 FT, RADIUS = 14 FT); S 46 DEG 35' 35" E 88.71 FT; ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 47' 1" E 53.63 FT, RADIUS = 71 FT); N 89 DEG 1' 33" E 541.48 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 1' 33" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 58 FT; ALONG A CURVE TO L (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 491.56 FT; ALONG A CURVE TO L (CHORD BEARS: N 44 DEG 1' 33" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 58 FT; ALONG A CURVE TO L (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E 56 FT; N 0 DEG 58' 27" W 661.78 FT; S 86 DEG 49' 46" W 56.58 FT; ALONG A CURVE TO L (CHORD BEARS: S 42 DEG 55' 40" W 19.42 FT, RADIUS = 14 FT); S 87 DEG 25' 42" W 58.02 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 58' 27" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 211.02 FT; ALONG A CURVE TO L (CHORD BEARS: S 44 DEG 1' 33" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 58 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 58' 27" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 85.3 FT; N 74 DEG 38' 45" W 43.31 FT; ALONG A CURVE TO R (CHORD BEARS: N 67 DEG 46' 48" W 107.56 FT, RADIUS = 288.87 FT); ALONG A CURVE TO R (CHORD BEARS: N 51 DEG 22' 59" W 15.73 FT, RADIUS = 233 FT); N 56 DEG 44' 26" W 31.31 FT; N 41 DEG 49' 30" W 22.29 FT; ALONG A CURVE TO L (CHORD BEARS: N 89 DEG 19' 30" W 20.64 FT, RADIUS = 14 FT); N 46 DEG 42' 28" W 37.58 FT; N 43 DEG 17' 32" E 87.74 FT TO BEG. AREA 49.209 AC.