

WHEN RECORDED, MAIL TO:

Village at Plum Creek HOA
c/o CCI Law
577 S 150 E
Smithfield, Utah 84335

**THIS INSTRUMENT IS BEING
RECORDED BY
HICKMAN LAND TITLE COMPANY,
AS AN ACCOMMODATION
FOR CCI Law**



W3297287

E# 3297287 PG 1 OF 55
Leann H. Kilts, WEBER COUNTY RECORDER
07-Sep-23 0307 PM FEE \$126.00 DEP SLI
REC FOR: HICKMAN LAND TITLE LOGAN
ELECTRONICALLY RECORDED

**BYLAWS
FOR
VILLAGE AT PLUM CREEK HOA
a Utah nonprofit corporation**

Record against the following parcel numbers which identify certain lots and common areas described more fully in the attached **EXHIBIT G** – Legal Description of the Property.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	12-211-0001	16	12-278-0002	32	12-290-0006
2	12-211-0002	17	12-278-0003	33	12-290-0007
CA-P1	12-211-0003	18	12-278-0004	34	12-290-0008
3	12-212-0001	19	12-278-0005	35	12-290-0009
4	12-212-0002	20	12-278-0006	36	12-290-0010
5	12-212-0003	21	12-278-0007	37	12-290-0011
6	12-212-0004	22	12-278-0008	38	12-290-0012
7	12-212-0005	23	12-278-0009	39	12-290-0013
8	12-212-0006	24	12-278-0010	40	12-290-0014
9	12-212-0007	25	12-278-0011	41	12-290-0015
10	12-212-0008	26	12-278-0012	42	12-290-0016
CA-P2	12-212-0009	CA-P4	12-278-0013	43	12-290-0017
11	12-277-0001	CA-P4	12-278-0014	44	12-290-0018
12	12-277-0002	27	12-290-0001	45	12-290-0019
13	12-277-0003	28	12-290-0002	46	12-290-0020
14	12-277-0004	29	12-290-0003	CA-P5	12-290-0021
CA-P3	12-277-0005	30	12-290-0004	CA-P5	12-290-0022
15	12-278-0001	31	12-290-0005	--	--

*CA-Pn means Common Area for Phase n where the digit after the 'P' is the phase number.

**BYLAWS
FOR
VILLAGE AT PLUM CREEK HOA
a Utah nonprofit corporation**

CONTENTS

1 RECITALS.....8

2 MEETINGS OF MEMBERS.....11

 2.1 Annual Meetings of Members.....11

 2.2 Special Meetings of Members.....11

 2.3 Electronic Meetings of Members.....12

 2.4 Notice of Meetings of Members.....12

 2.5 Action by Written Ballot.....12

 2.5.1 Effect.....12

 2.6 Quorum at Meetings of Members.....12

 2.7 Eligibility of Members to Vote.....12

 2.8 Voting at Meetings of Members.....13

 2.9 Proxy Appointments by Members.....13

 2.9.1 Content.....13

 2.9.2 Receipt.....13

 2.9.3 Validity.....13

 2.9.4 Revocation.....14

 2.10 Conduct at Meetings of Members.....14

 2.11 Written Ballots.....14

 2.11.1 Content.....14

 2.11.2 Delivery.....15

 2.11.3 Receipt.....15

 2.11.4 Validity.....16

 2.11.5 No Secret Ballots.....16

3 BOARD OF DIRECTORS.....16

 3.1 Powers and Duties of the Board.....16

3.2 Delegation of Powers and Duties of the Board16

3.3 Number of Directors.....16

3.4 Term of Directors16

3.5 Eligibility Requirements for Directors17

3.6 Nomination of Directors.....17

3.7 Election of Directors17

3.8 Resignation of Directors.....17

3.9 Removal of Directors18

3.10 Vacancies on the Board.....18

4 MEETINGS OF THE BOARD.....18

4.1 Quarterly Board Meetings18

4.2 Electronic Board Meetings.....18

4.3 Notice of Board Meetings to Directors18

4.4 Notice of Board Meetings to Owners.....18

4.5 Action without a Board Meeting19

 4.5.1 Consent.....19

 4.5.2 Written Notice19

 4.5.3 Voting.....19

 4.5.4 Effect20

4.6 Quorum at Board Meetings20

4.7 Proxy Appointments by Directors.....20

4.8 Conduct at Board Meetings.....20

4.9 Action by the Board20

5 OFFICERS21

5.1 Elected and Appointed Officers21

5.2 Duties of Elected Officers21

 5.2.1 President21

 5.2.2 Vice-President21

 5.2.3 Secretary21

 5.2.4 Treasurer.....21

5.3 Delegation of Duties of Officers22

5.4 Term of Officers.....22

5.5 Eligibility Requirements for Officers.....22

5.6 Nomination of Officers22

5.7 Election of Officers22

5.8 Resignation of Officers22

5.9 Removal of Officers23

5.10 Vacancies of Offices23

5.11 State Registration Requirement.....23

6 COMMITTEES23

7 RULEMAKING23

7.1 Authority for Rulemaking23

7.2 Applicability of Rules23

7.3 Notice for Rulemaking24

7.4 Procedure for Rulemaking.....24

7.5 Effective Date of Rules24

7.6 Limitations on Rulemaking24

 7.6.1 Equal Treatment24

 7.6.2 United States Flag24

 7.6.3 Inconsistent Actions25

 7.6.4 Conflicting Rules.....25

 7.6.5 Owner Easements25

 7.6.6 Personal Property25

 7.6.7 Religion25

 7.6.8 Speech25

 7.6.9 Assembly26

 7.6.10 Association26

 7.6.11 Arms26

 7.6.12 Units26

 7.6.13 Working from Home26

 7.6.14 Fines26

 7.6.15 Household Composition27

 7.6.16 Privacy.....27

8 Use Limitations and Restrictions27

 8.1 Household Composition28

 8.2 Guest Use of Common Area28

8.3 Rules and Governing Documents.....28

8.4 Business Use28

8.5 Garage Sales.....28

8.6 Subdivision or Timeshare.....28

8.7 Fireworks.....28

8.8 Graffiti.....29

8.9 Disorderly Activities and Conditions29

8.10 Damage or Waste29

8.11 Smoking29

 8.11.1 Nuisance Defined29

 8.11.2 Smoking Nuisances Prohibited.....29

 8.11.3 Smoking Not Permitted29

8.12 Hazardous Substances30

8.13 Open-Flame Devices30

8.14 Insurance Impacts and Inspections.....30

8.15 Fences and Walls.....30

8.16 Trees, Shrubs, and Bushes.....31

8.17 Lawn and Vegetation.....31

8.18 Planting and Gardening.....31

8.19 Signs, Banners, and Flags.....31

8.20 Holiday Displays32

8.21 Temporary Structures.....32

8.22 Unit Attachments and Fixtures.....32

8.23 Solar Equipment.....32

8.24 Structural Integrity32

8.25 Motor Vehicles.....32

 8.25.1 Passenger Vehicles.....32

 8.25.2 Recreational Vehicles.....33

 8.25.3 Off-Highway Vehicles33

 8.25.4 Moving Vans33

 8.25.5 Service Vehicles.....33

8.26 Trailers33

8.27 Guest Parking34

8.28 Parking Enforcement.....34

8.29 Rentals.....34

 8.29.1 Long-Term Rentals.....34

 8.29.2 Short-Term Rentals34

 8.29.3 Tenants Subject to Governing Documents34

 8.29.4 Joint and Several Liability.....34

 8.29.5 Indemnification35

9 ENFORCEMENT PROCEDURES35

 9.1 Authority for Enforcement35

 9.2 Reporting a Violation35

 9.3 Effect of Violations35

 9.4 Notice of Violation.....36

 9.4.1 Content36

 9.4.2 Delivery36

 9.4.3 Effective Date.....36

 9.5 Notice of Fine.....36

 9.5.1 Content37

 9.5.2 Delivery37

 9.5.3 Effective Date.....37

 9.6 Schedule of Fines37

 9.6.1 First Violation.....37

 9.6.2 Second Violation37

 9.6.3 Third Violation.....37

 9.6.4 Fourth Violation38

 9.7 Amount of Fines.....38

 9.8 Assessment of Fines.....38

10 RECORDS38

 10.1 Record Keeping.....38

 10.2 Record Availability38

11 AMENDMENTS.....39

 11.1 Amendment to Bylaws.....39

 11.2 Amendment Effective Date.....39

12 WAIVER OF PROCEDURAL IRREGULARITIES.....39

12.1 Waiver of Irregularities39

12.2 Objections to Irregularities39

12.3 Non-Waivable Irregularities40

13. ASSUMPTION OF RISK40

13.1 General Assumption of Risk40

13.2 Health Assumption of Risk40

13.3 Covenants, Conditions, Restrictions, and Rules of the Association.....41

13.4 Warnings, Rules, and Regulations Regarding Health Hazards41

13.5 No Responsibility41

14. INDEMNIFICATION42

14.1 Indemnification42

14.2 Insurance42

15. REINVESTMENT FEE COVENANT42

16. GENERAL43

16.1 Principle Place of Business43

16.2 Applicability43

16.3 Conflicts43

16.4 Contact Information43

16.5 Compensation.....43

16.6 Collection43

16.7 No Estoppel or Reliance.....44

16.8 Fiscal Year.....44

16.9 Waiver44

16.10 Time Limit for Claims.....44

16.11 Governing Law.....44

16.12 Jurisdiction44

16.13 Severability.....44

16.14 Gender and Number45

16.15 Headings.....45

16.16 Dissolution45

EXHIBIT A – Example Proxy Appointment Form.....48

EXHIBIT B – Example Written Ballot for a Proposed Action49

EXHIBIT C – Example Written Ballot for an Election of Candidate(s).....50

EXHIBIT D – Example Violation Report Form51
EXHIBIT E – Example Notice of Violation52
EXHIBIT F – Example Notice of Fine53

1 RECITALS

A. WHEREAS, the Village at Plum Creek HOA (the "Association") is organized as a Utah nonprofit corporation and was assigned Utah entity no. 12755348-0140 on or about March 15, 2022, after originally being organized as a Utah limited liability company as further described in an instrument entitled "VILLAGE AT PLUM CREEK HOA, a Utah nonprofit corporation, Organization and Annexation" and recorded in the recorder's office of Weber County, Utah, on April 23, 2023, as entry no. 3280988 (the "Instrument"); and

B. WHEREAS, the Association, by virtue of being organized as a Utah nonprofit corporation, is subject to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Act");¹ and

C. WHEREAS, the Association is subject to the Utah Community Association Act (the "Association Act");² and

D. WHEREAS, the Association Act requires that a homeowners association "shall file its bylaws for recording in the office of the recorder of each county in which any part of the real estate included within the association is located;"³ and

E. WHEREAS, the Association Act requires that bylaws of a homeowners association meet certain minimum requirements;⁴ and

F. WHEREAS; in addition to the minimum requirements, the Association Act authorizes an association's bylaws to state "any other matter that is necessary or appropriate for conducting the affairs of the association";⁵ and

G. WHEREAS, the Association has never recorded bylaws as required by the Association Act, nor has any declaration of the Association, past or present or as amended,⁶ met the Association Act's minimum requirements for bylaws; and

H. WHEREAS, the Association Act requires that "[n]o later than the date of the first lot sale, an association shall file its bylaws for recording" but, when not timely filed in accordance with the foregoing, the Act also authorizes a later filing of the association's bylaws;⁷ and

I. WHEREAS, the Nonprofit Act provides that a "board of directors of a nonprofit corporation may adopt initial bylaws for the nonprofit corporation";⁸

J. NOW THEREFORE, pursuant to the Association Act and the Nonprofit Act, the Association's board of directors hereby adopts and authorizes the filing and recording of these initial bylaws (the

¹ UCA 16-6a-101 *et. seq.*

² UCA 57-8a-101 *et. seq.* (The Association is subject to the Association Act by operation of the definition of "association" found in UCA 57-8a-102(2))

³ UCA 57-8a-216(1)(a)

⁴ UCA 57-8a-216(2)

⁵ UCA 57-8a-216(2)(h)

⁶ Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek, a Planned Residential Unit Development, recorded Sept. 15, 2005, in the recorder's office of Weber County, Utah, as entry no. 2129163, as amended Sept. 11, 2001, entry no. 2540009, and Mar. 20, 2017, entry no. 3041409.

⁷ UCA 57-8a-216(1)

⁸ UCA 16-6a-206(1)(a)

“Bylaws”) which shall be effective as of the date they are duly recorded in the recorder’s office of Weber County, Utah.

DEFINITIONS

For the purposes of these Bylaws, the following terms shall have the following meanings.

- A. “Act” means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et. seq.*, as it may be amended from time to time.
- B. “Action” or “action” means an official action taken, decision made, or thing done by the Association or Board. A “proposed action” means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members, as an action by written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.
- C. “Amenities” means Common Area not generally considered essential for access to a Unit such as parks, play areas, picnic areas, and other nonessential or recreational facilities. “Amenities” does not mean Common Area such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit or Units.
- D. “Articles” or “Articles of Incorporation” means the most recent articles of incorporation or merger of the Association or the like as such may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.
- E. “Association” means Village at Plum Creek HOA and, as the context requires, the property, Directors, Officers, Managers, or other agents of the Association.
- F. “Attorney-in-Fact” and “attorney-in-fact” mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or similar authorizing instrument. An attorney-in-fact may, to the extent authorized in the authorizing instrument, act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate may act with respect to the deceased Owner’s Unit as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents, but not for purposes of any eligibility requirements in the Governing Documents. An attorney-in-fact shall provide a true copy of the authorizing instrument to the Board upon request.
- G. “Board” or “Board of Directors” means the entity, regardless of name, with primary authority to manage the affairs of the Association.
- H. “Bylaws” means the most recent bylaws of the Association as they may be adopted, or amended or restated from time to time, and as duly recorded in the recorder’s office of the county in which the Association is located.
- I. “Common Area” means property owned or managed by the Association that is designated for the use of one or more of the Units, Owners, or Residents. Non-resident Owners may be limited in their use of various Common Area as prescribed by the Governing Documents or applicable law.

- J. "Declaration" means the declaration of covenants, conditions, and restrictions of the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- K. "Director" means a member of the Board of Directors.
- L. "Family" has the same meaning ascribed by the applicable city, county, and/or other controlling law related to occupants of residential housing, as amended from time to time. For purposes of occupancy as regulated by Ogden City ordinances, and consistent with Ogden City code 15-2-7, "Family" shall mean: (1) one individual living alone; or (2) one of the following groups of individuals living together as a single nonprofit housekeeping unit, together with any incidental domestic staff residing on the premises: (i) two (2) or more individuals related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship; (ii) two (2) unrelated individuals and any children of either such individual, if any; or (iii) a group of not more than three (3) unrelated individuals including in such number any domestic staff residing on the premises.
- M. "Good Standing" means: (1) free from all past-due assessments, fines, and other amounts owed to the Association; and (2) free from any unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.
- N. "Governing Documents" means the Association's duly recorded Declaration, Bylaws, and Plat; the Association's Articles of Incorporation, as applicable; the duly adopted Resolutions of the Board or the membership of the Association; and the duly adopted Rules of the Association.
- O. "Limited Common Area" means Common Area that is designated for the use of fewer than all the Units, Owners, or Residents.
- P. "Lot" means any residential building lot shown on the Plat.
- Q. "Manager" means any Person engaged by the Board to manage all or part of the Association. The authorized actions of a Manager shall be considered acts of the Association and the Board.
- R. "Member" means an Owner of a Unit.
- S. "Minutes" means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, and action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or a description of the proposed action; (3) the date, time, and place of the meeting or events related to the proposed action; (4) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or involved in an action; (5) whether a quorum was present at the meeting or in the action; and (6) whether the Minutes of a previous meeting or action were approved as read or as corrected.
- T. "Nonprofit Act" means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as it may be amended from time to time.
- U. "Officer" means a qualifying Owner that is elected or appointed as an officer of the Association by the Board in accordance with the Declaration and these Bylaws.

V. "Owner" means the same as that term is defined in the Declaration. *See also* Attorney-in-Fact and Owner Representative.

W. "Owner Representative" means a director, officer, member, manager, trustee, or other authorized representative of an Owner that is a legal entity. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all Association meetings, proxies, voting, and eligibility requirements described in the Governing Documents. An Owner Representative shall provide to the Board upon reasonable request a true and current copy of the legal entity's organizational documents identifying the individual as an Owner Representative.

X. "Person" means an individual, corporation, partnership, company, association, trustee, or other legal entity of any kind whatsoever.

Y. "Plat" means the one or more plat maps describing real property of and within the Association as such plats may be amended or restated from time to time, and as duly recorded in the county in which such real property is located.

Z. "Resident" means an Occupant as that term is defined in the Declaration; such an individual may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other individual who resides within the Association.

AA. "Resolution" means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule. Notwithstanding the foregoing, a Resolution shall be considered a Rule for purposes of the Act.

BB. "Rule" means a duly adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.

CC. "Unit" means a Lot and any residential dwelling constructed thereon and any appurtenances thereto.

DD. "Violation" means an act or condition that is not in compliance with the provisions of the Governing Documents.

2 MEETINGS OF MEMBERS

2.1 Annual Meetings of Members

As scheduled by the Board, one annual meeting of Members shall be held on a date and at time and place each calendar year as designated by the Board. The primary purpose of the annual meeting shall be for electing members of the Board.

2.2 Special Meetings of Members

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. Such a written request shall state the specific purpose for the meeting requested. The Board shall designate the place, time, and purpose of a special meeting.

Anything contrary notwithstanding, the Board remains the only body authorized to act for and on behalf of the Association and its Members.

2.3 Electronic Meetings of Members

As authorized by the Board, any or all Members may participate in an annual, special, or other meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting shall be considered present in person at the meeting.

2.4 Notice of Meetings of Members

The Association shall give each Member written notice of the place, date, time, and purpose of a meeting of Members no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Members via first-class or registered mail, provided by electronic means such as email or the Association's website, or given as otherwise prescribed by law.

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by voting Members or for which such Members' approval is sought at the meeting.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall give notice of the specific purpose for the meeting and any matter that a Member intends to raise for voting Member approval at the meeting if requested to do so in a signed writing by a person entitled to call the meeting and the request is received by a member of the Board at least ten (10) days before the Association gives notice of the meeting.

2.5 Action by Written Ballot

At the discretion of the Board, or upon written request signed by Owners representing a majority of the Units and provided to the Board, any action that may be taken at a meeting of Members may alternatively be taken without a meeting and without prior notice if the Association delivers a written ballot in accordance with the following requirements to every Member eligible to vote.

The Secretary shall keep and maintain Minutes of each action by written ballot.

2.5.1 Effect

Any action taken by written ballot has the same effect as action taken at a meeting of Members and may be described as such in any document.

2.6 Quorum at Meetings of Members

Except as otherwise prescribed by the Declaration, Articles of Incorporation, or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person or by proxy at the meeting.

2.7 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is a Class A Member and is in Good Standing for at least thirty (30) days prior to the date of the meeting of Members or the date the written ballot is postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

2.8 Voting at Meetings of Members

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for any such action may be delivered to the Members with written notice of the meeting or in advance of or at the meeting. Members may return their written ballots to the Board either at the meeting or in advance of the meeting. Any Member returning a written ballot at or in advance of the meeting is considered to be present in person at the meeting.

Following a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members.

2.9 Proxy Appointments by Members

Members in Good Standing may vote in person or by proxy at meetings of Members.

2.9.1 Content

Each proxy appointment form shall: (1) clearly appoint a named individual as the appointing individual's attorney-in-fact and agent to vote as proxy for the appointing individual at a meeting(s) of Members; and (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed; (3) the date of the meeting at which the proxy is to be exercised or other period of time during which the proxy appointment is valid, as allowed by law; (4) the day, month, and year the proxy appointment form is signed by the appointing individual; (5) the appointing individual's signature; and (5) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

2.9.2 Receipt

An original proxy appointment or a true and complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

2.9.3 Validity

Each proxy appointment, or true and complete copy thereof, provided to the Association must be timely received by the Association. Any proxy appointment not timely received by the Association shall not be considered valid and any vote or other action made pursuant thereto shall not be counted.

Each proxy appointment, or true and complete copy thereof, returned to the Association shall include all the Required Proxy Content and all the required Proxy Information. A proxy appointment received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content and all the required Proxy Information or if any of the Proxy Information is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple valid proxies are appointed for a particular Unit, the only one that will be considered valid is the one that was issued latest in time; if it is not clear which was issued latest in time then all shall be considered invalid. Acts by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making a proxy appointment, the Owner's proxy is valid unless the Association has been notified otherwise in writing prior to use of the proxy.

A duly executed instrument appointing an attorney-in-fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment.

2.9.4 Revocation

A proxy appointment may be revoked by the issuing Owner or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment that is received by the Association no later than the scheduled date and time of the meeting but no more than one week before the meeting.

2.10 Conduct at Meetings of Members

The Board, or its authorized representative, shall preside at all meetings of Members. The Secretary, or other authorized individual, shall keep and maintain Minutes of meetings of Members.

All voting, including for Directors, at a meeting of Members shall take place using written ballots as described below.

During a meeting of Members, the Board shall provide a reasonable opportunity for Owners to offer comments. The Board may limit such comments to one specific time period during the meeting.

Attendance at meetings of Members is limited to Owners or their attorneys-in-fact or proxies, and any Manager. Residents and others that are not Owners may not attend meetings of Members.

With regard to conduct at meetings of Members, the Board may adopt further policies and procedures that are not inconsistent with the Declaration or these Bylaws.

2.11 Written Ballots

2.11.1 Content

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against the proposed action or as otherwise required for the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be valid and counted; (4) indicate the number of valid returned ballots needed to meet quorum requirements; (5) state the percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Unit and that if more than one ballot is received by the Association from the Owner(s) or its proxy(s) or agent(s) for the same Unit than all of the ballots received for that Unit shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly-authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members to reach an informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Unit for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Unit; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise prescribed by the Declaration or these Bylaws, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than ninety (90) days in duration, or such other period of time allowed by law.

Except as otherwise prescribed by the Declaration or these Bylaws, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise prescribed by the Declaration or these Bylaws, the percentage or other number of approvals necessary to approve a proposed action shall be a majority of the valid ballots cast in approval of the proposed action. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the greatest number(s) of votes shall be the percentage or other number of approvals necessary to elect the candidate(s).

A written ballot may be in electronic form; signatures on written ballots may be scanned or may be digital or electronic signatures in any form consistent with Utah law.

Exhibit B is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws. Each such ballot may need to be accompanied by additional written information as needed for Members to reach an informed decision with respect to the proposed action.

Exhibit C is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Each such ballot may need to be accompanied by additional written information as needed for Members to reach an informed decision with respect to the candidates.

2.11.2 Delivery

Written ballots and any related information shall be delivered to voting Members in person, by mail, or by electronic means including email or a website, or delivered as otherwise prescribed by law.

2.11.3 Receipt

Members shall be given at least thirty (30) days from the day on which the written ballots and any related information are delivered before their completed written ballots must be received by the Association, except as otherwise prescribed by law. Members may return their completed written ballots, or complete copies thereof, to the Association in person, by mail, by email or other electronic means, or by any other means allowed by law.

Once a completed written ballot has been received by the Association, it cannot be revoked.

2.11.4 Validity

Each completed written ballot, or complete copy thereof, returned to the Association must be timely received by the Association. Any ballot not timely received by the Association shall not be considered valid and shall not be counted.

Each completed written ballot, or complete copy thereof, returned to the Association shall include all the Required Ballot Content and all the required Voting Information. A ballot received by the Association shall not be considered valid and shall not be counted if it does not include all the Required Ballot Content and all the required Voting Information, or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one valid written ballot is received by the Association from the Owner(s), their proxies, and/or agents for the same Unit, then all the ballots received for that Unit shall be considered invalid and shall not be counted.

2.11.5 No Secret Ballots

Written ballots are not secret ballots, and no secret ballot may be used for any meeting of the Members, for any Board meeting, or for any other Association purpose. All submitted written ballots shall be maintained with the Minutes to which they apply as part of the permanent records of the Association.

3 BOARD OF DIRECTORS

3.1 Powers and Duties of the Board

Except as limited by the Declaration or Articles of Incorporation, the Board shall have all the powers and duties prescribed by law, including but not limited to administering the Association's affairs, performing the Association's responsibilities, and exercising the Association's rights as set forth in applicable law and the Governing Documents.

The authority of each Director is equal to that of each other Director, regardless of any office a Director may hold.

3.2 Delegation of Powers and Duties of the Board

To the extent allowed by law, the Board shall have power and authority to delegate from time to time its powers, authorities, duties, and discretion to one or more Managers, Officers, committees, volunteers, or other agents, subject to any limitations in the Declaration, Articles of Incorporation, or these Bylaws.

3.3 Number of Directors

The Board shall have three (3) positions. Except as otherwise prescribed by the Declaration or these Bylaws, each position shall be filled with a Director elected by the voting membership of the Association.

3.4 Term of Directors

Directors shall serve for a term of two (2) years. Once elected, each Board member shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal. Directors shall assume their duties at the close of the meeting of Members at which they are elected or the Board meeting at which they are selected.

3.5 Eligibility Requirements for Directors

Each member of the Board shall at all times be an Owner and a Class A Member. Notwithstanding, should multiple Owners hold an ownership interest in the same Unit, only one of those Owners can be a member of the Board at any one time. An Owner need not be a Resident to be a member of the Board.

Notwithstanding the foregoing, if, after written notice of a meeting of Members for the purpose of electing a Director(s), no Owner volunteers to fill a vacancy on the Board within a reasonable time, such as at an annual meeting of Members, then the remaining Director(s) or, if none, the Manager, shall select a non-Member Director to fill the vacancy. The selected non-Member may be any Person including any representative of the Manager.

3.6 Nomination of Directors

Nominations for election to the Board may be made in advance of an annual meeting of Members by written solicitation for nominations. Such solicitation shall be delivered to all eligible Members no less than ten (10) days and no more than thirty (30) days before written notice of an annual meeting of Members. Such solicitation shall indicate: (1) the number of Director to be elected; (2) the term and eligibility requirements for Directors; (3) the date by which written nominations must be received by the Association; and (4) a statement that each nominee must provide a signed writing accepting such nomination and certifying that he or she meets the eligibility requirements for Directors.

All nominations and signed acceptances must be received by the Association no later than three (3) days before the written notice of the annual meeting of Members is sent. Written ballots that include the names of the self-certified nominees as candidates shall be sent with the written notice of the annual meeting of Members.

Nominations for election to the Board may alternatively be made by any Owner from the floor at an annual meeting of Members.

3.7 Election of Directors

The election of Directors shall be by written ballot. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not allowed. A Director may be elected to serve consecutive terms.

3.8 Resignation of Directors

A Director may resign at any time by delivering a signed written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

The failure of a Director to attend at least two (2) consecutive Board meetings over a period of at least two (2) consecutive months shall be effective as a resignation of the Director if confirmed by an affirmative vote of the Board, unless the Director notified the Board of his or her inability to attend in writing, electronic or otherwise, in advance of each unattended meeting. The failure of a Director to attend at least four (4) consecutive Board meetings over a period of at least four (4) consecutive months shall be effective as a resignation of the Director if confirmed by an affirmative vote of the Board, regardless of the Director's notice to the Board. A Director's lack of Good Standing for a period of three (3) consecutive months shall be effective as a resignation of the Director. A Director's resignation under this paragraph shall also be effective as a resignation from any office(s) held by the Director.

3.9 Removal of Directors

A Director may be removed from the Board at any time with or without cause. Removal of a Director from the Board shall require a vote by written ballot in which at least fifty-one percent (51%) of the voting Members elect to remove the Director. The vote to remove the Director shall take place at a special meeting of Members with written notice stating that the purpose of the meeting is to vote on the removal of the Director.

3.10 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Directors, regardless of their number, and shall serve for the unexpired term of his or her predecessor.

If all positions on the Board become vacant at one time, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to post proper notice of a special meeting of the Members on the door of each Unit shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members.

4 MEETINGS OF THE BOARD

4.1 Quarterly Board Meetings

Meetings of the Board shall be held quarterly, or more frequently and at any other time as determined by the Board and shall be held at a place and time designated by the Board.

A gathering of some or all the members of the Board at which they do not take action or vote on Association business shall not be considered a Board meeting.

4.2 Electronic Board Meetings

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted using, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Director participating in such a meeting shall be considered to be present in person at the meeting.

4.3 Notice of Board Meetings to Directors

Notice of Board meetings shall be provided to Directors by email, other electronic means, or other means allowed by law at least 48 hours before a Board meeting. This notice requirement shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide an email address to the Board for purposes of notice of Board meetings.

4.4 Notice of Board Meetings to Owners

The Association shall provide notice of a Board meeting by email to Owners that have requested in writing to be notified of Board meetings and have provided a valid email address, unless notice of the Board meeting is included in a Board meeting schedule that was previously provided to Owners, or the

Board meeting is to address an emergency and each Director receives notice of the emergency Board meeting less than 48 hours before the meeting.

Notice of Board meetings to Owners shall state the place, date, and time of the Board meeting. If the Board has decided that a Director will participate in a Board meeting via electronic means, the notice to Owners shall provide the information necessary to allow attending Owners to also participate via the electronic means.

4.5 Action without a Board Meeting

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval, electronic or otherwise, of a proposed action by a majority of the Directors. Any action so approved shall have the same effect as though taken at a Board meeting.

The Board shall keep and maintain Minutes of actions taken without a Board meeting.

4.5.1 Consent

Prior to taking an action without a Board meeting, all Directors must consent in a signed writing to taking the action.

A Director may revoke his or her written consent by submitting a signed revocation that is received by the Board prior to the Board receiving the last vote for the action to be taken without a Board meeting.

Such written consents and revocations, and all other written communications, electronic or otherwise, regarding an action to be taken without a Board meeting, shall be kept and maintained with the Minutes of such meeting.

4.5.2 Written Notice

After obtaining signed consents from all Directors, written notice of the action to be taken without a Board meeting shall be sent to all members of the Board. Such notice shall state: (1) the action to be taken; (2) the time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to demand in writing by the time stated in the notice that the action not be taken without a meeting. Such notice may be sent to Directors electronically or otherwise.

4.5.3 Voting

In response to the written notice of the action to be taken without a Board meeting, each Director may, by the time stated in the notice, return his or her signed writing to the Board: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that action not be taken without a meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated in the notice will have the same effect as the Director abstaining in a signed writing by the time stated in the notice.

A Director's timely demand that action not be taken without a meeting shall operate as the Director's revocation of consent. In such a case, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action.

Signatures on writings may be written, scanned, digital, or other electronic signatures in any form consistent with Utah law. An email or other electronic transmission by a Director that communicates his or her vote, abstention, demand, or revocation regarding an action shall be considered a signed writing.

4.5.4 Effect

Any action taken without a Board meeting has the same effect as action taken at a Board meeting and may be described as such in any document.

4.6 Quorum at Board Meetings

A majority of the Directors shall constitute a quorum sufficient for the Board to conduct Association business and take an action. A majority of the Directors is determined based on the number of positions on the Board whether or not they are all filled.

4.7 Proxy Appointments by Directors

Directors shall attend Board meetings themselves as opposed to by proxy; no proxy appointment by a Director for purposes of a Board meeting shall be effective.

4.8 Conduct at Board Meetings

Attendance at Board meetings is limited to Directors, any Officers invited by the Board, and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact, and any Manager invited by the Board; otherwise, non-Owners shall not attend Board meetings.

The Board may elect to enter an executive session to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) 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 (6) discuss a delinquent assessment or fine.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions except when the Board is in executive session.

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance and shall remain silent except when comments are solicited by the Board. The Board may limit attendees' comments to a specific period of time during the meeting.

With regard to conduct at Board meetings, the Board may adopt further policies and procedures that are not inconsistent with the Declaration, Articles of Incorporation, or these Bylaws.

4.9 Action by the Board

Any act of the Board shall be valid when a quorum is present at the time of the act unless otherwise prescribed by law, the Declaration, Articles of Incorporation, or these Bylaws. Each Director present shall have one vote.

5 OFFICERS

5.1 Elected and Appointed Officers

The Association shall have four (4) elected Officers that hold the following offices: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer. The offices of secretary and treasurer may be held by the same individual.

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

5.2 Duties of Elected Officers

Elected Officers shall, subject to the control of the Board, perform the duties provided in this section and such other duties as may be prescribed by the Board.

5.2.1 President

The president shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

5.2.2 Vice-President

The vice-president shall: (1) during the absence or disability of the president, perform all the duties of the president; and (2) perform such other duties as may be prescribed by the president or the Governing Documents.

5.2.3 Secretary

The secretary, or other person appointed by the Board, shall: (1) attend meetings of the Association; (2) record all votes and minutes of meetings in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Unit addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

5.2.4 Treasurer

The Treasurer, or other person appointed by the Board, shall: (1) have the custody of the Association funds and securities; (2) maintain complete and accurate accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the president at the regular Board meetings, or whenever required, an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all

financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

5.3 Delegation of Duties of Officers

Unless otherwise provided by the Governing Documents, an elected Officer may delegate duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

An appointed Officer may not delegate duties without written approval of the Board but may engage one or more volunteer assistants from time to time. The Board may withdraw written approval to delegate duties at any time with or without cause.

A Manager may perform one or more of the duties of any Officer at any time at the discretion of the Board.

5.4 Term of Officers

Elected officers shall serve for a term of one (1) year and shall continue to serve until their respective successors are elected, or until their death, resignation, or removal. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

5.5 Eligibility Requirements for Officers

The president, vice-president, and treasurer shall at all times be Directors. The office of secretary may be held by any Officer, elected or appointed.

An appointed Officer may be any Person deemed qualified by the Board whether or not that Person is an Owner.

No Person, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

5.6 Nomination of Officers

Nominations for election to a particular office may be made by any member of the Board from the floor of a Board meeting, or by an eligible candidate providing to the Board a signed writing seeking the office.

5.7 Election of Officers

The election of elected Officers shall be by majority vote of the Board and shall take place at the first Board meeting following an annual meeting of Members. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not authorized.

An elected Officer may be re-elected to the same office any number of times.

5.8 Resignation of Officers

An Officer may resign at any time by delivering a signed written resignation to the Board. Unless otherwise specified in the written resignation, the resignation shall take effect upon delivery.

5.9 Removal of Officers

An elected or appointed Officer may be removed from office at any time with or without cause. Removal of an Officer from office shall require a majority vote of the Board. Notwithstanding, an Officer removed from office who is also a Director shall remain a Director unless also removed as a Director.

5.10 Vacancies of Offices

In the event of the death, resignation, or removal of an elected Officer, his or her successor shall be selected by the Board and shall serve for the unexpired term of his or her predecessor.

5.11 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association, and in accordance with section 57-8a-105 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, who shall be considered the chair of the Board for purposes of such registration.

6 COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association, including the appointment of an Architectural Committee. Except as otherwise prescribed by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee or committee member, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause.

With regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter, the Board may adopt further policies and procedures that are not inconsistent with the Declaration or these Bylaws.

Except as prescribed by the Declaration or Articles of Incorporation, all committees shall be advisory in nature; the Board remains the only body authorized to act for and on behalf of the Association and its Members.

7 RULEMAKING

7.1 Authority for Rulemaking

In accordance with the Act and other applicable law, the Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, and enforce Rules.

7.2 Applicability of Rules

Owners, Residents, and, to the extent allowed by law, all Persons who enter upon or in any way make use of the Common Area, shall be subject to enforcement of the Governing Documents.

Owners and Residents shall be jointly and severally liable for violations of the Governing Documents by any non-owner Residents of the Owners' Units, including the tenants of their Units. Tenants shall not be

held responsible for the violations of Owners with respect their rental Units provided the tenants do not contribute to such violations.

7.3 Notice for Rulemaking

Notice relating to a change in the Rules shall be provided to Members via first-class or registered mail, provided by electronic means including by email or posting on the Association's website, or as otherwise prescribed by law.

7.4 Procedure for Rulemaking

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board will meet to consider a change to the Rules, deliver notice to the Members that the Board is considering a change to the Rules; and (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action to change the Rules.

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto of the current version of all the Rules, to all Members within 15 days after the date of the Board meeting in which the changes were made. Each such publication shall include: (1) the name of the Association, (2) an indication that the publication contains the most current Rules of the Association, and (3) the date which the most current Rules first went into effect.

A Rule may not be inconsistent with any provision of the Declaration, Articles of Incorporation, these Bylaws, or any duly adopted Resolution.

7.5 Effective Date of Rules

A Rule, or any change thereto, shall become effective ten (10) days after the date that it is provided to the Members by first-class or registered mail, electronic means including email or posting on the Association's website, or as otherwise provided by law.

7.6 Limitations on Rulemaking

In addition to any limitations prescribed by law, the Declaration, Articles of Incorporation, or these Bylaws, the rulemaking power of the Association, whether exercised through its Board or Members or otherwise, shall be limited as prescribed in the following subparts. Any act or other exercise of power by the Association in violation of the following limitations shall be entirely void and unenforceable.

7.6.1 Equal Treatment

A Rule shall treat similarly situated Owners and Residents similarly.

7.6.2 United States Flag

The Association shall not prohibit, by Resolution, Rule, or otherwise, a Resident from displaying the United States flag inside a Unit, on Limited Common Area, or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding the foregoing, no Owner, Resident, or other Person has a right to utilize or modify Common Area in a manner that is inconsistent with or not authorized by the Governing Documents.

7.6.3 Inconsistent Actions

Except as allowed by the Nonprofit Act, Association Act, or other applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of the Governing Documents.

7.6.4 Conflicting Rules

The Association shall not establish any Rule, Resolution, or the like that conflicts with the Nonprofit Act, Association Act, any other applicable law, the Declaration, Articles of Incorporation, or these Bylaws; any Rule, Resolution, or the like that conflicts in any manner with any of the foregoing shall be entirely void and unenforceable.

7.6.5 Owner Easements

Except as allowed by law, the Declaration, or these Bylaws, or for purposes of reasonable maintenance or repairs or the like, the Association shall not limit or restrict an Owner's right and easement of use and enjoyment to the Common Area or the Limited Common Area that appertains to that Owner's Unit. Notwithstanding the foregoing, and except for purposes of reasonable maintenance or repairs or the like, the Association shall not restrict or limit access to Units via Common Area or Limited Common Area streets, parking areas, driveways, sidewalks, walkways, and the like.

Notwithstanding anything to the contrary, the Association shall have the right and power to temporarily close to its membership: (1) any portion of the Common Area for purposes of maintenance or repairs or the like; and (2) any of the Amenities, or any portion thereof, for purposes including but not limited to cleaning, reservations, inclement weather, hazardous conditions, and compliance with governmental regulations and the like.

7.6.6 Personal Property

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a Unit; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

7.6.7 Religion

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's free exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the free exercise of religion; nor shall religion or the exercise thereof be a subject or condition of any Rule, Resolution, or the like.

7.6.8 Speech

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right of free speech; nor shall the Association discriminate in any manner whatsoever against any Person in relation to speech. Notwithstanding, nothing in the foregoing shall limit the Association or any Person from taking legal action against defamation in any of its forms.

7.6.9 Assembly

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside of the Association, including with such Owner's or Resident's guests and invitees; nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Unit, virtually, or outside of the Association; nor shall the right to peaceably assemble at a Unit, virtually, or outside of the Association be a subject or condition of any Rule, Resolution, or the like.

7.6.10 Association

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict a Person's right to associate or the Person's right to privacy in relation thereto; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the right to associate or the right to privacy in relation thereto; nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule, Resolution, or the like.

7.6.11 Arms

The Association shall not interfere with, limit, or restrict an individual's right to keep, bear, and lawfully carry and use arms, including but not limited to firearms, ammunition, and all appurtenances thereto; nor shall the Association discriminate in any manner whatsoever against any individual in relation to the right to keep, bear, and lawfully carry and use arms; nor shall the right to keep, bear, and lawfully carry and use arms be a subject or condition of any Rule, Resolution, or the like.

7.6.12 Units

Except as allowed by law, the Declaration, or these Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Unit without the express permission of its Owner; nor shall such entry or use of a Unit be a subject or condition of any Rule, Resolution, or the like.

7.6.13 Working from Home

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Resident's right to work from a Unit that is their home; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from their home; nor shall working from one's home or not working from one's home be a subject or condition of any Rule, Resolution, or the like. As used herein, the phrase "working from one's home" or the like means working from one's place of residence within the Association for or on behalf of an employer rather than working at the employer's office, facility, or other location.

7.6.14 Fines

The Association shall not impose excessive fines nor shall fines be imposed for violations unless supported by reasonable oath or affirmation. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area and Limited Common Area as allowed by law, the Declaration, or these Bylaws. The fine amounts designated in these Bylaws shall not be considered excessive.

7.6.15 Household Composition

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict the right of Owners or Residents to determine the composition of their households; nor shall the Association discriminate in any manner whatsoever against any Person in relation to household composition; nor shall household composition be a subject or condition of any Rule, Resolution, or the like.

7.6.16 Privacy

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not violate the right of Persons to privacy and to be secure in their persons, vehicles, houses, and papers and effects, whether such papers and effects are electronic or digital or otherwise, against unreasonable searches and seizures.

The Association shall not have the power to require any individual to obtain or to not obtain any type of medical treatment, procedure, condition, or the like, including but not limited to any vaccination, or to provide any information regarding the foregoing, or to provide, disclose, or utilize any evidence or verification thereof for any purpose whatsoever; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) obtaining, providing, disclosing, or utilizing the same or not obtaining, providing, disclosing, or utilizing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

The Association shall not have the power to require any individual to utilize or to not utilize any medical device or health-related protective device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) utilizing, providing, or disclosing the same or not utilizing, providing, or disclosing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

Except as otherwise allowed by law, the Declaration, or these Bylaws, the Association shall not have the power to require any individual to provide or disclose any health-related information; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or a lack thereof, of any individual(s); nor shall the Association collect or maintain any such health information without the written authorization of the individual, or the individual's parent or guardian if a minor, to whom such information pertains, subject to that individual's ability to withdraw such authorization in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

8 Use Limitations and Restrictions

Use limitations and restrictions provided in the Declaration and these Bylaws, such as those following, are not Rules and are not subject to such rulemaking except as expressly indicated.

NOTE: The Declaration, Articles of Incorporation, and these Bylaws, including the following use limitations and restrictions, are not rules as that term is defined in the Association Act⁹ and are not subject to the limitations on association rules and design criteria provided in the Association Act.¹⁰

8.1 Household Composition

Occupancy of a Unit shall be limited to a single Family.

8.2 Guest Use of Common Area

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of Common Area by guests of Residents or by guests of non-resident Owners, but only to the extent that such Rules apply uniformly to the guests of all Residents or to the guests of all non-resident Owners.

8.3 Rules and Governing Documents

No Owner or Resident shall violate the Rules as adopted from time to time; no Owner or Resident shall do or keep anything within the Association that is in violation of the Governing Documents. Owners and Residents shall be responsible to ensure that their guests and invitees comply with all Rules and the Governing Documents.

8.4 Business Use

Except as provided by law, the Declaration, or these Bylaws, no business use or trade may be conducted from a Unit unless: (1) the business use or trade is not readily apparent by sight, sound, or smell from outside the Unit other than for reasonable ingress and egress to and from the Unit and Association; and (2) the business use or trade does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of the Association or the Residents thereof. For purposes of this restriction, the phrase "business use or trade" shall not include: (3) working from home; (4) garage and yard sales; and (5) leasing or renting a Unit.

8.5 Garage Sales

The Board shall have the power to establish Rules to allow and to that place reasonable conditions and restrictions on garage sales and yard sales within the Association. Absent such Rules, garage sales and yard sales are prohibited.

8.6 Subdivision or Timeshare

Except for a parcel(s) of land that is part of an expansion of the Association, no Lot shall be subdivided, partitioned, or in any manner split into physical tracts or parcels smaller than the whole Lot as shown on the Plat; nor shall any Lot be combined with one or more other Lots into a physical tract or parcel larger than the whole Lot as shown on the Plat; nor shall any Lot or Unit be established or used as a timeshare.

8.7 Fireworks

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of fireworks within the Association, including prohibiting fireworks entirely within the Association. Absent such Rules, the use of fireworks within the Association is not prohibited. Notwithstanding the

⁹ UCA 57-8a-102(25)

¹⁰ UCA 57-8a-218

foregoing, the use of illegal fireworks and incendiary devices as defined by Utah Code § 76-10-306 as it may be amended from time to time within the Association is strictly prohibited, as is the use of legal fireworks when such use is prohibited by a governmental or other regulatory authority that has jurisdiction over the Association.

8.8 Graffiti

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on graffiti within the Association, including prohibiting graffiti entirely within the Association. The term "graffiti" as used herein means markings, drawings, and inscriptions made with sidewalk chalk or other media that readily washes away with water or is otherwise readily removable from any surface to which it is applied with minimal effort; graffiti in any other media of that does not meet the foregoing definition is strictly prohibited within the Association.

8.9 Disorderly Activities and Conditions

Except as provided by law, the Declaration, or these Bylaws, any activity that causes or creates disorderly, unsightly, or unkempt conditions that are visible from outside a Unit is prohibited, and all rubbish, debris, and unsightly materials or objects of any kind that are visible from outside a Unit shall not be allowed to accumulate and must be removed from Lots, Units, Common Area, and Limited Common Area. Such conditions include but are not limited to bicycles, toys, or other personal property left on Common Area or Limited Common Area or that otherwise interferes with the Association's maintenance and repair obligations.

8.10 Damage or Waste

No damage or waste shall be caused to the Common Area or Limited Common Area by any Owner or Resident or their guest or invitee.

8.11 Smoking

8.11.1 Nuisance Defined

Pursuant to Utah Code § 78B-6-1101 and 1105, a nuisance is anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. A nuisance includes tobacco smoke that drifts into any residential unit a person rents, leases, or owns, from another residential unit and the smoke drifts in more than once in each of two or more consecutive seven-day periods.

8.11.2 Smoking Nuisances Prohibited

Smoking is prohibited to the extent it causes a nuisance as defined above, which nuisance is a violation of Article 7.1(d) of the Declaration. Smoking is defined to include carrying, burning, or otherwise handling or controlling any lighted or smoldering product containing tobacco, nicotine, or marijuana, including but not limited to cigarettes, e-cigarettes, vape pens or the like, cigars, hookahs, or pipes. Each Owner of a Unit is responsible for compliance with this prohibition by Owners and Residents of the Unit, and for all guests and invitees of such Owners and Residents.

8.11.3 Smoking Not Permitted

In addition to the above smoking nuisance prohibition, smoking is not permitted within twenty-five (25) feet of any Unit or residential building. Smoking is not permitted on any Common Area, Limited

Common Area, or any other facility or property owned or maintained by the Association, whether such area or property is enclosed or not enclosed.

8.12 Hazardous Substances

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Association that are not properly stored, controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Association which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

8.13 Open-Flame Devices

As required by Utah Code § 15A-5-103 and section 308 of the International Fire Code, 2018 edition, as they may be amended from time to time, the outdoor use and storage of open-flame devices is strictly prohibited unless such devices are stored and operated at least ten (10) feet away from all combustible construction including but not limited to Units, balconies, garages, and fencing. Further, the use and storage of open-flame devices is strictly prohibited on grass and planter areas and on driveways. The use of open-flame devices is strictly prohibited in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

Notwithstanding the foregoing and consistent with Utah law, the following are not prohibited: (1) the use and storage of liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity (WC) of not greater than 2½ pounds (nominal 1 pound (16 oz) LP-gas capacity); (2) the use and storage of electric cooking grills that do not produce a flame and that bear the mark of an independent testing laboratory, such as Underwriter Laboratory; and (3) the installation and use of conventional indoor gas appliances such as gas ovens, stoves, cooktops, water heaters, and furnaces.

8.14 Insurance Impacts and Inspections

Nothing beyond that which is customary for residential use shall be done or kept within the Association by any Owner or Resident that increases the cost of any insurance maintained by the Association, or that will result in cancellation of such insurance.

In the event of an insurance inspection or survey or the like that results in a requirement by the insurance provider for the Association to implement a loss control measure or the like, the Board shall timely take the required action and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, that is sufficient to reasonably meet the requirement.

8.15 Fences and Walls

Except as provided by law, the Declaration, or these Bylaws, no fence, wall, or the like shall be caused to be installed by any Owner or Resident on Common Area or Limited Common Area. The Board shall have the power to remove any such structure, restore any impacted Common Area or Limited Common Area, and to assess all costs related to such removal and restoration, including all administrative and legal costs, to the Owner(s) and/or Resident(s) responsible.

8.16 Trees, Shrubs, and Bushes

Except as provided by law, the Declaration, or these Bylaws, no tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted or placed by any Owner or Resident on the Common Area or Limited Common Area. The Board shall have the power to remove any such plants, restore any impacted Common Area or Limited Common Area, and assess all costs related to such removal and restoration, including all administrative and legal costs, to the Owner(s) and/or Resident(s) responsible.

8.17 Lawn and Vegetation

Any condition brought about or maintained, or activity carried out by an Owner or Resident or their guest or invitee, or at a Unit, that materially disturbs, damages, or destroys a portion of the lawn, vegetation, landscaping, sprinkler system, or other Common Area or Limited Common Area is prohibited. The Board shall have the power to restore any impacted Common Area or Limited Common Area, and assess all costs related to such restoration, including all administrative and legal costs, to the Owner(s) and/or Resident(s) responsible.

8.18 Planting and Gardening

Except as provided by law, the Declaration, or these Bylaws, no planting or gardening, real or artificial, shall be caused to be done by any Owner or Resident in the grounds of Common Area or Limited Common Area. The Board shall have the power to remove any such planting, restore any impacted Common Area or Limited Common Area, and assess all costs related to removal and, including all administrative and legal costs, to the Owner(s) and/or Resident(s) responsible. The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the placement of easily movable planter boxes and the like on Common Area immediately around Units, and on Limited Common Area, including prohibiting such planter boxes entirely within the Association. Notwithstanding the foregoing, the Board shall not allow placement of planter boxes or the like that interfere with or increase the cost of recurring landscape maintenance, or that will cause damage to the landscaping.

8.19 Signs, Banners, and Flags

Except as provided by law, the Declaration, or these Bylaws, no sign, banner, flag, or the like shall be caused to be placed or displayed by any Owner or Resident on the Common Area, Limited Common Area, or the outside of a Unit, nor shall any such item be placed or displayed within a window or otherwise so as to be visible from outside of a Unit. Such items include but are not limited to: (1) political, for sale, for rent, security, posters, billboards, and all other types of signs, banners, flags, and the like regardless of their size, message, location, or placement; (2) electronic or digital or other types of displays; and (3) advertising of any kind whatsoever. Notwithstanding the foregoing, common welcome doormats that do not include political or activist or other such messages shall not be prohibited.

Notwithstanding the foregoing, the Association shall not prohibit an Owner or Resident from displaying a United States flag inside their Unit or on Limited Common Area appurtenant thereto, or on their Lot, or on the exterior of their Unit, if the display complies with United States Code, Title 4, Chapter 1, The Flag, and if no Common Area or Limited Common Area is modified, interfered with, or damaged in order to display the flag.

8.20 Holiday Displays

Notwithstanding anything to the contrary in this Declaration, and subject to time, place, and manner Rules established by the Board, Residents may, on the exterior of their Unit and its exclusively appurtenant Limited Common Area, display holiday signs, symbols, and decorations of the kinds and at the times normally displayed on residences in single-family residential neighborhoods to the extent that such displays are temporary and leave no lasting traces on the exterior of the Unit. The term "holiday" as used here shall be limited to the official federal and Utah state holidays as they may change from time to time. Notwithstanding the foregoing, no such signs, symbols, or decorations shall be placed on or otherwise interfere with or damage Common Area or lawns or landscaping that are maintained by the Association.

8.21 Temporary Structures

Except as provided by law, the Declaration, or these Bylaws, no Owner or Resident shall place or maintain any shed, storage container, tent, gazebo, or similar temporary structure on Common Area or Limited Common Area. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating such temporary structures that are not affixed to a Unit to the extent they are kept on Limited Common Area that is exclusively appurtenant to the Owner's or Resident's Unit and only to the extent that they do not become a nuisance or interfere with or damage lawns, landscaping, or any other Common Area or Limited Common Area that are maintained by the Association.

8.22 Unit Attachments and Fixtures

Except as provided by law, the Declaration, or these Bylaws, no Owner or Resident shall affix or cause to be affixed anything, including but not limited to awnings, canopies, shutters, clothes lines, pots, plants, wind chimes, hose, lights, gates, electronic devices, flag pole holders, and other items, to or on any exterior surface, or that interferes with the maintenance or repair of such exterior surface, of any Unit for which the Association has exterior maintenance and repair obligations. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the affixing of such items to the extent they do not unreasonably interfere with or increase the cost of the Association's maintenance and repair obligations.

8.23 Solar Equipment

No Owner or Resident shall install or cause to be installed a solar energy system of any type whatsoever, including but not limited to solar panels, solar water heaters, and solar power battery storage systems, on any roof, exterior wall, other building surface, Common Area, Limited Common Area, or other location for which the Association has a maintenance and repair obligation.

8.24 Structural Integrity

Except as provided by law, the Declaration, or these Bylaws, nothing shall be done in any Unit, or in, on, or to Common Area or Limited Common Area, which will impair the structural integrity of a building, or any part thereof, or which would structurally change the building.

8.25 Motor Vehicles**8.25.1 Passenger Vehicles**

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored in the Association shall be registered pursuant to applicable laws and ordinances, and

maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in usually closed garages or on driveways. Except for purposes of Association maintenance or repair, or as otherwise established by Rule, no passenger vehicle shall be parked or stored on the streets of the Association.

8.25.2 Recreational Vehicles

All recreational vehicles that are parked or stored in the Association shall be licensed in accordance with applicable laws and ordinances and maintained in good running condition sufficient for highway use. Recreational vehicles may be stored in usually closed garages. Except for purposes of Association maintenance or repair or as otherwise established by Rule, no recreational vehicle shall be parked or stored on the streets of the Association, nor shall a recreational vehicle be parked or stored in driveways for more than three (3) nights.

8.25.3 Off-Highway Vehicles

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Association. A non-motorized glider aircraft intended for manned use shall be considered an off-highway vehicle for purposes of this restriction. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow for off-highway vehicles to be brought into and removed from the Association only on trailers and stored only in usually closed garages. Any parking or storage of an off-highway vehicle on Common Area or Limited Common Area, and any use or operation of an off-highway vehicle within the Association, shall be considered a nuisance and is prohibited.

8.25.4 Moving Vans

Moving vans and the like may be parked on the streets and driveways of the Association during periods of loading or unloading; they should be parked so as to leave sufficient room for other vehicles to pass. Except as otherwise established by Rule: (1) no moving van shall be stored on the streets of the Association; and (2) no moving van shall be parked or stored in driveways for more than five (5) nights, and then only while the moving van is in the Association for purposes of being loaded or unloaded.

8.25.5 Service Vehicles

Service vehicles, including but not limited to vehicles used by contractors, service providers, emergency responders, and delivery drivers, may park on the streets of the Association in the performance of services; they should be parked so as to leave sufficient room for other vehicles to pass. Except as otherwise established by Rule, no service vehicle shall be stored on the streets of the Association for more than five (5) nights, and then only while the service vehicle is in the Association for purposes of the services.

8.26 Trailers

Trailers may be parked on the streets and driveways of the Association only while being loaded or unloaded; they should be parked so as to leave sufficient room for other vehicles to pass. Trailers may be stored in usually closed garages. Except as otherwise established by Rule: (1) no trailer shall be stored on the streets of the Association; and (2) no trailer shall be parked or stored in driveways for more than five (5) nights, and then only while the trailer is in the Association for purposes of being loaded or unloaded.

8.27 Guest Parking

The guests of Owners or Residents may park in the driveways of such Owners or Resident, but shall not park on the streets of the Association. Owners, Residents, and their guests shall, to the greatest extent allowed by law, be jointly and severally liable for any parking violations of such guests.

8.28 Parking Enforcement

The Board shall have the power to establish Rules to govern and enforce parking on the streets of the Association and in any guest parking stalls and other Common Area parking stalls. Such Rules may, among other things: (1) restrict the time period(s) and duration(s) of the use of guest parking stalls; (2) allow for the booting and/or towing of vehicles that are improperly parked; (3) assign available Common Area parking stalls to Units, Owners, or Residents, or to other parties for exclusive use; (4) establish fees for the exclusive use of an assigned parking stall; and (5) establish a schedule of fines specific to parking violations. Notwithstanding the foregoing, the Association shall not charge a fee for Limited Common Area parking stalls appurtenant to specific Units.

8.29 Rentals

The term "tenant" as used herein means a renter, lessee, boarder, and occupant of a long-term or short-term rental Unit and, to the extent allowed by law, each guest and invitee of each such renter, lessee, boarder, and occupant. Notwithstanding any to the contrary, No Owner shall rent a Unit, or allow the Unit to be rented, either as a long-term rental or a short-term rental, until after the Owner has occupied the Unit for at least eighteen (18) months.

8.29.1 Long-Term Rentals

The term "long-term rental" as used herein means a Unit that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of at least six (6) months, regardless of whether or not the Owner resides in the Unit during some or all of the occupancy. Subject to applicable laws and ordinances regarding the rental and leasing of real property, any Unit may be used as a long-term rental.

8.29.2 Short-Term Rentals

The term "short-term rental" as used herein means a Unit that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of fewer than six (6) months and as short as one (1) night or less, regardless of whether or not the Owner resides in the Unit during some or all of the occupancy. Short-term rentals are prohibited. Notwithstanding the foregoing, and subject to applicable laws and ordinances regarding the rental and leasing of real property, the Board shall have the power to establish Rules to allow and govern short-term rentals. Such Rules may, among other things: (1) establish uniform criteria for Units to be used as short-term rentals; and (2) establish a schedule of fines specific to short-terms rentals.

8.29.3 Tenants Subject to Governing Documents

Each tenant shall be subject to and abide by the terms of the Governing Documents.

8.29.4 Joint and Several Liability

The Owner(s) of a long-term or short-term rental Unit and their tenants shall be jointly and severally liable to the Association for: (1) violations of the Governing Documents by or in any way related to a tenant; (2) acts and omissions of or in any way related to a tenant, regardless of intent or the degree of

negligence; (3) damage to Common Area and Limited Common Area caused either directly or indirectly by or in any way related to a tenant; and (4) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to a tenant.

8.29.5 Indemnification

The Owner(s) of a long-term or short-term rental Unit shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or related in any way to such rental Unit.

9 ENFORCEMENT PROCEDURES

9.1 Authority for Enforcement

Pursuant to and in accordance with applicable law, the Board shall have the authority to enforce the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure consistent administration and enforcement of the Governing Documents.

Failure to enforce any provision of the Governing Documents shall not constitute a waiver or modification of that provision.

9.2 Reporting a Violation

Any individual may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the person making the report; (2) the name and address of the Owner or Resident, or the address of the Unit, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the individual making the report; (4) an identification the provision(s) of the Governing Documents was allegedly violated; and (5) a certification by the individual making the report that substantially states: "I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board." A report should include pictures of the violation when possible.

Exhibit D is an example violation report form that meets the requirements of these Bylaws.

An alleged violation is not an actual violation until so determined by the Board or Manager and a notice of violation or a notice of fine, as applicable, has been issued.

9.3 Effect of Violations

An Owner, Resident, or Unit shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued to such Owner, Resident, or Unit and extending to the date that the violation has been resolved and any fines issued have been paid in full. Owners that are not in Good Standing, and Owners of Units that are not in Good Standing, may become ineligible to vote in Association elections and/or make use of Amenities. Residents that are not in Good Standing may become ineligible to make use of Amenities. Such ineligibility shall be communicated by

written notice in the same manner as a notice of fine to the ineligible party(s) and, if such party(s) is a tenant of a Unit, also to the Owner of the rental Unit.

9.4 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Unit, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, covenant, condition, restriction, or other provision that is found in any of the Governing Documents.

9.4.1 Content

A notice of violation shall be in writing and shall include: (1) identification of the Unit or the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise prescribed by law or reasonable under the circumstances); or (b) a similar violation occurs within one year from the date of the written notice of violation; and (6) a statement explaining how the violation can be resolved.

Exhibit E is an example notice of violation that meets the requirements of these Bylaws.

9.4.2 Delivery

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be delivered in any manner authorized by law.

If the violating party is a tenant of a Unit, the notice of violation shall be delivered to both the tenant and the Owner of the Unit.

Copies of all delivered notices of violation shall be maintained in the records of the Association.

9.4.3 Effective Date

A notice of violation is effective as of the earliest of the following: (1) the date the notice is received; (2) five (5) days after the date of mailing; or (3) the date a receipt is signed by or on behalf of the addressee when the notice is delivered via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

9.5 Notice of Fine

Before a notice of fine for a violation can be issued, a notice of violation for a substantially similar violation must first be issued.

In the event of a violation of the Governing Documents, and after the issuance of a notice of violation or a notice of fine for a similar violation, the Association should issue a notice of fine against the violating party and/or the violating Unit, as the case may be, provided that: (1) the violation occurred within a year of the effective date of the notice of the similar violation or fine; or (2) the violation remained unresolved after the period of time for resolution stated in the notice of the similar violation.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, restriction, or other provision of the Governing Documents.

9.5.1 Content

A notice of fine shall be in writing and shall include: (1) identification of the Unit or the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; (5) the date on which the preceding notice(s) of violation or notice or fine was sent; (6) the amount of the fine being assessed and where such amount is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise prescribed by the Governing Documents, whichever is later, (b) that late fees may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Units and/or Owners with past-due amounts may be deemed not in Good Standing and thus become ineligible to vote in Association elections and/or make use of Amenities, and (e) that the fine may constitute a lien that the Association may enforce by sale of the Unit; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise prescribed by law or reasonable under the circumstances); or (b) a similar violation occurs within one year from the date of the written notice of fine; and (10) a statement explaining how the violation can be resolved.

Exhibit F is an example notice of fine that meets the requirements of these Bylaws.

9.5.2 Delivery

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be delivered in any manner authorized by law.

If the offending party is a tenant of a Unit, the notice of fine shall be delivered to both the tenants and to the Owner of the rental Unit.

Copies of all delivered notices of fines shall be maintained in the records of the Association.

9.5.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date the notice is received; (2) five (5) days after the date of mailing; or (3) the date a receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

9.6 Schedule of Fines

9.6.1 First Violation

A written notice of violation shall be issued for a first violation.

9.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed for a second violation that is substantially similar to and occurs within a year of the first violation.

9.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed for a third violation that is substantially similar to and occurs within a year of the second violation.

9.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed for a fourth or subsequent violation that is substantially similar to and occurs within a year of the third violation.

9.7 Amount of Fines

The Board may by Resolution increase the amount of the fine stated herein for a second violation; by so doing, the fines for the third and fourth violations shall be increased by the same amount.

9.8 Assessment of Fines

The amount of a fine shall be assessed against a Unit and its Owner(s) and, as applicable, against a tenant Resident(s) of the Unit as of the effective date of a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial notice of violation and that violation continues unresolved for three subsequent notices of fine), the Association may submit the violation to an attorney for resolution. In such event, the Owner(s) of the Unit and, as applicable, the Resident(s) of the Unit shall be jointly and severally liable for all costs related to submission to the attorney for resolution, including administrative and collection costs.

10 RECORDS

10.1 Record Keeping

In addition to any other requirements under applicable law, the Association shall keep a copy of the following records (the "Records") at its principle office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) Minutes of all meetings of the Owners for a period of three (3) years; (6) Minutes of all Board meetings for a period of three (3) years; (7) records of all actions taken without a meeting for a period of three (3) years; (8) all written communications to Owners for a period of three (3) years; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; and (11) the most recent budget of the Association.

10.2 Record Availability

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principal office or that of its Manager, or at a Unit of a Director or Officer.

An Owner may request in writing to inspect or copy a Record; such written request shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of documents establishing the requesting party as an authorized representative of the Owner; (4) the address of the Owner's Unit; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record being requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes ten (10) cents per page and \$15 per hour for the Association's

agent's time, or the actual amount if the copy or scan is provided by a third-party provider; such amount shall be considered an assessment against the Owner.

11 AMENDMENTS

11.1 Amendment to Bylaws

These Bylaws may be amended and/or restated by the approval of at least sixty-seven percent (67%) of the Members. Such approval to amend and/or restate these Bylaws shall be obtained by action by written ballot.

A Director, including any Officer who is also a Director, shall execute, certify, and record any duly approved amendment or restatement of these Bylaws. At the request of the Board, any such amendment and/or restatement shall be prepared by an attorney licensed to practice law in the State of Utah.

11.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the county in which the Association is located.

12 WAIVER OF PROCEDURAL IRREGULARITIES

12.1 Waiver of Irregularities

All procedural inaccuracies or irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, or manner of conducting a meeting; (2) the manner of voting; (3) the form or handling of proxies; (4) the manner of asserting Persons present at a meeting; (5) the manner of taking an action or making a decision; (6) the manner of accepting or counting votes; (7) the manner of taking minutes or the content thereof; and (8) the manner of enforcing the Governing Documents **shall be deemed waived under any of the following circumstances:** (a) if the objecting person did not object within thirty (30) days of a decision, vote, or action taken, including an enforcement action; (b) if the objecting person was in attendance at a meeting, but the decision, vote, or action taken upon which the objection is based was perceptible and no objection to that decision, vote, or action taken was made at the meeting; (c) if the objecting person was not in attendance at the meeting but proper notice of the meeting was given; (d) if the objecting person was not in attendance at the meeting and proper notice of the meeting was not given, but the person had actual notice of the meeting; (e) if the objecting person was not in attendance at the meeting, proper notice of the meeting was not given, the person did not have actual notice of the meeting before it occurred, but the person did not object within thirty (30) days of receiving actual notice of the occurrence of the meeting or of a decision, vote, or action taken thereat; or (f) if a decision, vote, or action was taken without a meeting, but the person did not object within thirty (30) days of receiving actual notice of the decision, vote, or action taken.

12.2 Objections to Irregularities

All objections to any procedural inaccuracies and irregularities, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at the meeting or in writing, objections must be specific, shall include identification of the particular provision of the Governing Documents or other law that is alleged to have been violated, and shall include a brief statement of the facts supporting the alleged violation.

12.3 Non-Waivable Irregularities

Any procedural inaccuracy or irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the Governing Documents or applicable law shall not be waived.

13 ASSUMPTION OF RISK

For purposes of this Article, the term "Common Area" as used in the context of "use of the Common Area" shall also include "Limited Common Area."

13.1 General Assumption of Risk

In consideration of use of the Common Area, including but not limited to: (1) any water features and related facilities including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems; (2) any facilities including but not limited to any buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and grass areas; (3) any gathering areas including but not limited to any lawn areas, picnic areas, pavilions, related tables, chairs, and other equipment; (4) any play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment; and (5) any other common areas, limited common areas, property, equipment, and facilities of every kind that are owned or maintained by the Association, **each Person that makes use of the Common Area in any way shall be deemed to acknowledge, accept, and ASSUME ALL RISK**, including but not limited to any temporary or permanent personal injury, illness, disability, paralysis, death, property damage, and other harm of any kind whatsoever, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to drowning, burns, sensitivities to and injuries arising from pool chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that such use of the Common Area is not supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering or using the Common Area, inspect and carefully consider the Common Area, and that such use of the Common Area constitutes an acknowledgment that the Common Area has been inspected and carefully considered, and that the Person finds and accepts the Common Area as being safe and reasonably suited for the purposes of such use.

13.2 Health Assumption of Risk

In further consideration of use of the Common Area, each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge all health hazards including without limitation

viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, and contaminants, (the "Health Hazards") and to acknowledge, accept, and ASSUME ALL RISK related to such Health Hazards. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include without limitation temporary or permanent personal injury, illness, disability, paralysis, death, and other harm of any kind whatsoever. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, and their families, children, and guests.

13.3 Covenants, Conditions, Restrictions, and Rules of the Association

Each Person that makes use of the Common Area in any way whatsoever shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only, and that use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, Resolutions, Rules, and all other provisions of the Governing Documents, including as they relate to the Common Area, and that the Person shall be fully and solely responsible for ensuring that the Person's family, children, guests, tenants, and other invitees also abide by all such covenants, conditions, restrictions, Resolutions, Rules, and all other provisions, and that the Person shall be fully and solely responsible for the actions and inactions of such family, children, guests, tenants, and other invitees, and for any harm or damage they cause directly, indirectly, or otherwise. Each such Person is further deemed to certify and covenant that, while using the Common Area, the Person agrees to and will obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, guests, tenants, and other invitees do likewise.

13.4 Warnings, Rules, and Regulations Regarding Health Hazards

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate various warnings, rules, or regulations related to the Health Hazards, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may be issued or change from time to time, that the Person shall fully comply with all such warnings, rules, and regulations while making use of the Common Area regardless of how, where, or if posted, and that the Person shall be fully and solely responsible to ensure that the Person's family, children, guests, tenants, and other invitees do likewise.

13.5 No Responsibility

Each Person that makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or that of any of the Person's family, children, guests, tenants, or other invitees, including while such property is located in, on, or around the Common Area, Limited Common Area, facilities, or other property of or managed by the Association, including any parking areas.

14 INDEMNIFICATION

14.1 Indemnification

The Association shall indemnify the Directors, Officers, committee members, volunteers, Managers, employees, and other agents of the Association against any and all claims, actions, suits, proceedings, costs, expenses, and liabilities whatsoever, including without limitation attorneys' fees, court costs, and all other related expenses, arising against them personally in relation to the good faith exercise of their powers, duties, and responsibilities which are in any way related to these Bylaws or the other Governing Documents. The indemnification provided for herein shall continue as to any Person who has ceased to be a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such Persons.

14.2 Insurance

Consistent with the Declaration, the Board hereby deems it appropriate for the Association to purchase and maintain, at its own expense, Directors and Officers insurance on behalf of the Association and its Directors, Officers, committee members, volunteers, and employees.

15 REINVESTMENT FEE COVENANT

For each conveyance of a Unit to a new Owner, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Unit, (the "Reinvestment Fee") shall be paid to the Association. The Reinvestment Fee shall be paid by the buyer of the Unit unless otherwise agreed in writing by the buyer and the seller and shall be in addition to any pro rata share of Association assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") replaces any prior reinvestment or transfer fees and precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the repair and replacement of Common Area and all other property and facilities for which the Association has a maintenance, repair, or replacement obligation, and is required to benefit the Association.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of each Unit's purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association. Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Association's reserve fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding anything to the contrary, conveyance of a Unit by inheritance, probate, or the like, or from an Owner to a trust or similar structure for which the Owner is a beneficiary, including but not limited to a living trust, shall not be subject to the Reinvestment Fee.

16 GENERAL

16.1 Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry.

16.2 Applicability

These Bylaws shall apply to and be binding upon all Owners and Residents and, to the greatest extent allowed by law, all Persons who enter upon or in any way make use of the Common Area or Limited Common Area.

16.3 Conflicts

In the event of any conflict in the Governing Documents, (1) the provisions of applicable law, (2) the Declaration, (3) the Articles of Incorporation, (4) these Bylaws, (5) any duly adopted Resolutions, and (6) any duly adopted Rules shall prevail in that order.

16.4 Contact Information

Upon becoming an Owner or a Resident, and also upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Unit by which they are an Owner or Resident; (4) their email address; (5) their telephone number; and (6) if the Unit is managed by a third party, the name, address, telephone number, and email address of the rental manager. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to keep the above required contact information current with the Association. Owners and Residents that fail to keep the contact information current with the Association, whether or not they reside within the physical boundaries of the Association, shall be deemed not in Good Standing and in violation of these Bylaws.

16.5 Compensation

No Director, Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, committee members, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties. But such reimbursement is subject to approval of the Board and submission to the Board of receipts for all expenses for which reimbursement is requested.

16.6 Collection

Except as provided in the Declaration, the Association may contract with debt collection agencies to collect assessments, fines, and any other amounts due and payable to the Association by any Person or assessed to any Unit that are not timely paid in accordance with the Governing Documents.

Each debtor shall be deemed to covenant and agree to pay all assessments prescribed by the Governing Documents, as they may be amended from time to time, that may be assessed against the debtor's account plus any related costs, fees, and interest. Should one or more accounts be assigned to a third party for collection, each debtor shall be deemed to covenant and agree to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law, plus all costs related to collection, with or without suit, including attorney fees, court costs, filing fees, administrative costs, and

all other costs and fees related to the unpaid assessments and their collection. The term "debtor" as used in this paragraph means the Owner(s) and any tenant(s) of a Unit, jointly and severally, and any other party or parties obligated to pay an assessment or other amount to the Association whether or not the assessment or other amount is related to a Unit. As an exception to the foregoing, no tenant shall be liable for an assessment or other amount imposed only against one or more Owners, or for any collection or other costs or fees related to such assessment or other amount.

16.7 No Estoppel or Reliance

With respect to these Bylaws and the other Governing Documents, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to the Governing Documents, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone in relation to any alleged reliance.

16.8 Fiscal Year

Unless otherwise prescribed by the Declaration, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of the Association's incorporation.

16.9 Waiver

Failure of the Association at any time to enforce any provision of these Bylaws shall not be construed as a waiver of the Association's rights to enforce such provision, or as a waiver, abandonment, or modification of such provision.

16.10 Time Limit for Claims

Any claim, action, litigation, or the like arising out of these Bylaws or the other Governing Documents brought by any party subject thereto against the Association or its Board or a Director, Officer, agent, volunteer, or employee of the Association must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought within twelve (12) months shall be forever waived.

16.11 Governing Law

These Bylaws shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

16.12 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws shall be brought in the courts of the State of Utah or a federal court located therein. To the extent allowed by law, all Owners and Residents, and all Persons who enter upon or in any way make use of the Common Area or Limited Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or other proceeding.

16.13 Severability

Should any term, condition, provision, or portion of the foregoing, or any other aspect of these Bylaws be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed, or restructured and interpreted, as determined by a court of competent jurisdiction so as to accomplish the

intent of such Invalid Term and these Bylaws, and the balance of these Bylaws shall remain in full force and effect.

16.14 Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

16.15 Headings

The headings herein are for convenience of reference only and shall not affect construction of these Bylaws.

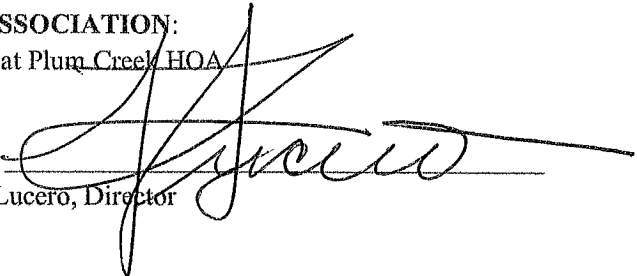
16.16 Dissolution

The Association may be dissolved upon termination of the Declaration and in accordance with applicable law. Notwithstanding dissolution of the Association, these Bylaws shall continue in force until all winding up activities of the Association have been completed.

IN WITNESS WHEREOF, the undersigned certify that they are all of the Directors of the Association and that the Board of Directors has adopted these Bylaws as of the date written below and have thereby authorized recording of the same.

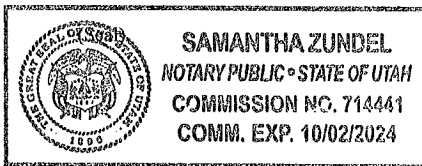
THE ASSOCIATION:

Village at Plum Creek HOA

Signed: 
Randy Lucero, Director

State of Utah)
) SS.
County of Weber)

On the 16 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is a duly elected of the Board of Directors of Village at Plum Creek HOA, and did sign this instrument while acting in that capacity on behalf of the Association.




NOTARY PUBLIC SIGNATURE

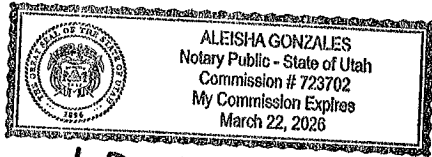
[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

Signed: Kenneth Kachold
Kenneth Kachold, Director

State of Utah)
) SS.
County of Weber)

On the 17th day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is a duly elected of the Board of Directors of Village at Plum Creek HOA, and did sign this instrument while acting in that capacity on behalf of the Association.

(Seal)



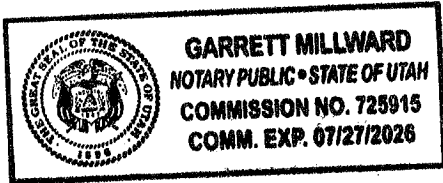
Aleisha Gonzales
NOTARY PUBLIC SIGNATURE

Signed: Brett Preston
Brett Preston, Director

State of Utah)
) SS.
County of WEBER)

On the 19th day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is a duly elected of the Board of Directors of Village at Plum Creek HOA, and did sign this instrument while acting in that capacity on behalf of the Association.

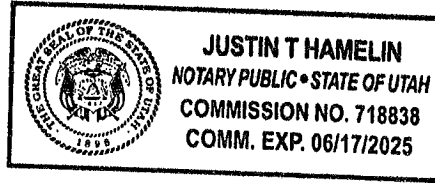
(Seal)



Garrett Millward
NOTARY PUBLIC SIGNATURE

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

Signed: [Signature]
Chelsey Cox, Director



State of Utah)
) SS.
County of Weber)

On the 25th day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that she is a duly elected of the Board of Directors of Village at Plum Creek HOA, and did sign this instrument while acting in that capacity on behalf of the Association.

(Seal)

[Signature]
NOTARY PUBLIC SIGNATURE

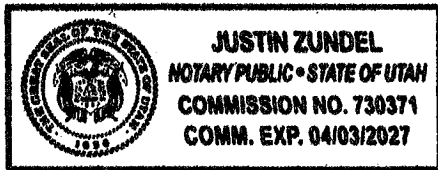
Signed: [Signature]
Megan Buelte, Director

State of Utah)
) SS.
County of Weber)

On the 26 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that she is a duly elected of the Board of Directors of Village at Plum Creek HOA, and did sign this instrument while acting in that capacity on behalf of the Association.

(Seal)

[Signature]
NOTARY PUBLIC SIGNATURE



[END OF SIGNATURE BLOCKS]

EXHIBIT A – Example Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

BE IT KNOWN, that I, _____, the undersigned, hereby appoint _____ as my true and lawful attorney-in-fact and agent for me, and in my name, place and stead, to vote as my proxy at the association meeting to be held on _____ or any adjournment thereof (the “Meeting”), for the transaction of any business which may legally come before the meeting, and for me and in my name, to act as fully as I could do if personally present, and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this ____ day of _____ in the year _____,

Signed: _____

Name: _____

BY SIGNING THIS PROXY APPOINTMENT, I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS PROXY APPOINTMENT.

EXHIBIT B – Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

Yes No

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT, I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

Election Ballot

Election of Directors

Vote for no more than two (2) of the following candidates:

- Candidate 1
- Candidate 2
- Candidate 3

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT, I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date, and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board.

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association's governing documents: <list applicable sections here>.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about <date> and was: <brief description of the violation and, as applicable and available, the party involved>.

This violation can be resolved by: <description of how to resolve the violation>.

Failure to resolve this violation by <date>, or any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association’s governing documents: <list applicable sections here>.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about <date> and was: <brief description of the violation and, as applicable and available, the party involved >.

On <date(s)> a prior notice(s) was issued for a similar violation(s) of the same sections of the Association’s governing documents.

FINE AMOUNT: _____. This amount must be paid by <date> or within <time period> days of the date of this notice. Late payments may be subject to late fees, interest, collection costs, and/or attorney fees. Units and/or owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections and/or make use of Association amenities. Past-due amounts may constitute a lien against the Unit which may be foreclosed.

This violation can be resolved by: <description of how to resolve the violation>.

Failure to resolve this violation by <date>, or any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT G
Legal Description of the Property

PHASE 1: All the real property shown on the plat entitled "VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 1," which plat was recorded in the Weber County, Utah, recorder's office on September 15, 2005, as entry no. 2129161, including Residential Lots 1-2 which are also known as parcel nos. 12-211-0001 – 0002.

PHASE 2: All the real property shown on the plat entitled "VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 2," which plat was recorded in the Weber County, Utah, recorder's office on September 15, 2005, as entry no. 2129162, including Residential Lots 6-10 which are also known as parcel nos. 12-212-0001 – 0008.

PHASE 3: All the real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 3," which plat was recorded in the Weber County, Utah, recorder's office on March 17, 2020, as entry no. 3041408, including Units 11-14 which are also known as parcel nos. 12-277-0001 – 0004.

PHASE 4: All the real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 4," which plat was recorded in the Weber County, Utah, recorder's office on June 3, 2020, as entry no. 3059137, including Units 15-26 which are also known as parcel nos. 12-278-0001 – 0012.

PHASE 5: All the real property shown on the plat entitled "VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 5," which plat was recorded in the Weber County, Utah, recorder's office on June 6, 2022, as entry no. 3244625, including Units 27-46 which are also known as parcel nos. 12-290-0001 – 0020.

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