

WHEN RECORDED, PLEASE RETURN TO:  
Wentworth Development, LLC  
Attention: Tom Henriod  
9980 S. 300 W., Ste. 310  
Sandy, UT 84070

Affects Parcel Nos.: See Exhibit A

**NOTICE OF TRANSITION DATE  
AND BYLAWS OF  
RIVER MEADOWS RANCH SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**

**THIS NOTICE OF TRANSITION DATE ("Notice")** is made by **WENTWORTH DEVELOPMENT, LLC**, a Utah limited liability company ("**Declarant**").

**RECITALS**

A. Declarant submitted that certain real property more particularly described on **Exhibit "A"** attached hereto to the provisions of the Community Association Act of the State of Utah by that certain record of survey map of River Meadows Ranch recorded January 7, 2008, as Entry No. 330467 in the office of the County Recorder of Wasatch County, Utah, and by that Declaration of Covenants, Conditions and Restrictions for River Meadows Ranch (as amended, the "**Declaration**") recorded concurrently with the Plat in the same office as Entry No. 330469, in Book 957, at Pages 1842 through 1887, inclusive, the defined terms of which Declaration are hereby made part hereof by this reference.

B. Declarant holds all of the "Declarant's" right, title, and interest in, to and under the Declaration and all responsibilities and obligations of the "Declarant" arising under the Declaration.

C. Declarant does hereby notify the Association and the Owners of the Transition Date.

**NOW, THEREFORE**, Declarant states as follows:

1. Transition Date. Pursuant to Section 1.33 of the Declaration, Declarant hereby certifies to the Association that Declarant has completed all of its obligations under the Development Agreement. Pursuant to Section 502(1)(c) of the Act, and effective as of the Transition Date, Declarant hereby voluntarily surrenders all rights to control activities of the Association having previously provided written notice to the Owners thereof.

2. Process. Notwithstanding anything contrary contained in the Act, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within in a reasonable period of time, and shall proceed pursuant to Section 6.4 of the Declaration, and Section 3.7 of the Bylaws.

[Remainder of Page Intentionally Blank; Signature Page Follows]



**EXHIBIT A  
TO NOTICE OF TRANSITION DATE**

BEGINNING AT A POINT NORTH 123.98 FEET AND WEST 71.90 FEET FROM A WASATCH COUNTY SURVEY MONUMENT SET IN 1976 AS THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING CALLED "THE FORMER SECTION CORNER" PER RECORD OF SURVEY PREPARED BY LORD ENGINEERING, DATED JULY 3, 1989, AND ON FILE WITH THE OFFICE OF THE WASATCH COUNTY SURVEYOR AS OWC-034-013-4-0035, AND POINT ALSO BEING MONUMENTED WITH A WASATCH COUNTY SURVEYOR ALUMINUM CAP AND PIPE, AND STAMPED AS THE SOUTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 00°00'33" WEST 190.17 FEET; THENCE SOUTH 65°29'51" WEST 507.92 FEET; THENCE SOUTH 41°28'14" WEST 398.40 FEET; THENCE SOUTH 27°50'10" WEST 1264.23 FEET TO AN OLD WIRE FENCE LINE; THENCE NORTHWESTERLY ALONG SAID OLD WIRE FENCE LINE THE FOLLOWING (8) COURSES: (1) NORTH 00°24'00" WEST 163.54 FEET, (2) NORTH 00°25'25" EAST 198.22 FEET, (3) NORTH 00°33'10" WEST 92.12 FEET, (4) NORTH 00°15'47" EAST 280.21 FEET, (5) NORTH 00°40'15" WEST 151.63 FEET, (6) NORTH 00°00'27" WEST 109.35 FEET, (7) NORTH 00°10'22" WEST 123.09 FEET, (8) NORTH 03°15'49" WEST 41.74 FEET; THENCE NORTH 397.89 FEET; THENCE NORTH 22°40'46" EAST 60.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 693.61 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°40'36" A DISTANCE OF 105.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81°19'05" A DISTANCE OF 35.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'33" A DISTANCE OF 196.00 FEET; THENCE NORTH 39°52'49" EAST 137.21 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°53'40" A DISTANCE OF 10.68 FEET; THENCE NORTH 44°46'29" EAST 85.13 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 44°46'27" A DISTANCE OF 58.61 FEET; THENCE NORTH 00°00'02" EAST 186.94 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°11'34" A DISTANCE OF 131.32 FEET; THENCE NORTH 452.48 FEET; THENCE WEST 295.09 FEET; THENCE NORTH 00°15'36" WEST 1567.90 FEET; THENCE EAST 924.00 FEET; THENCE SOUTH 16°21'00" WEST 487.70 FEET; THENCE SOUTH 11°03'00" EAST 727.50 FEET; THENCE SOUTH 35°19'30" EAST 417.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73°19'34" A DISTANCE OF 159.97 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 190.00 RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°14'18" A DISTANCE OF 83.69 FEET; THENCE SOUTH 63°14'10" WEST 167.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°21'54" A DISTANCE 18.80 FEET; THENCE SOUTH 40°20'30" WEST 31.07 FEET; THENCE SOUTH 12°50'30" WEST 97.05 FEET; THENCE SOUTH 25°55'00" WEST 230.41 FEET; THENCE SOUTH 22°07'00" EAST 68.48 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RIVER ROAD; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING (3) COURSES: (1) NORTH 57°39'00" EAST 356.79 FEET TO A POINT ON THE ARC OF 533.73 FOOT NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 32°20'59" WEST), (2) NORTHEASTERLY ALONG THE ARC OF SAID 533.73 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 22°17'27" A DISTANCE OF 207.64 FEET, (3) NORTH 35°21'30" EAST 108.99 FEET TO THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE SOUTH 00°00'33" WEST ALONG SAID EASTERLY LINE 862.35 FEET TO THE POINT OF BEGINNING.

Also described as:

LOTS 1 through 39, inclusive, RIVER MEADOWS RANCH, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office.

Affects Parcel Nos.: 00-0020-7557 through 00-0020-7561, inclusive; 00-0020-7563 through 00-0020-7591, inclusive; 00-0020-7593 through 00-0020-7595, inclusive.

**BYLAWS  
OF  
RIVER MEADOWS RANCH SUBDIVISION  
HOMEOWNERS' ASSOCIATION, INC.**

The following are the Bylaws for River Meadows Ranch Subdivision Homeowners' Association, Inc., a Utah non-profit corporation (the "**Association**"):

**ARTICLE I  
LOCATION**

The initial principal office of the Association shall be located at 10714 South Jordan Gateway, Suite 100, South Jordan, UT 84095, but meetings of the Owners and the members of the Board may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board.

**ARTICLE II  
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions and Restrictions for River Meadows Ranch dated November 16, 2007, and recorded on January 7, 2008, as Entry No. 330469 in Book 957, beginning at page 1842 of the Official Records of the Wasatch County Recorder, wherein Wentworth Development, LLC, a Utah limited liability company, is designated as "Declarant" (the "**Declaration**"), applicable to the Property, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth herein at length.

**ARTICLE III  
MEMBERSHIP**

Section 3.1 Classes of Membership; Voting Rights. The Association shall have the classes of membership as set forth in the Declaration. The Owners shall have the applicable voting rights set forth in the Declaration.

Section 3.2 Annual Meetings. Unless otherwise determined by the Association and subject to notice thereof as provided in Section 3.4 below, annual meetings of the Owners shall be held on the second Wednesday of May of each year commencing in the year 2018, and each subsequent regular annual meeting of the Owners shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At each annual meeting the Owners shall elect members to the Board as set forth herein. Notwithstanding the requirement for an annual meeting of the Owners, the Board may be elected by mail ballot.

Section 3.3 Special Meetings. Special meetings of the Owners may be called by or at the request of the president of the Association or by the Board, or upon written request of the Owners holding at least forty percent (40%) of the votes entitled to be cast by all Owners.

Section 3.4 Notice of Meetings. Each Owner shall be notified by the secretary by written notice not less than ten (10) days and no more than sixty (60) days before the date of the annual meeting, stating the place, day and hour of the meeting. Special meetings may be called in a like manner after ten (10) days' notice, but any such notice also shall designate the purpose of the meeting and the items on the agenda (including the general nature of any proposed amendment to the Declaration, the Articles, or these Bylaws, and any proposal to remove a trustee or officer). Notices may be hand-delivered or sent prepaid by United States mail. In all such cases the date of hand-delivery or the date of mailing of the notices shall be considered the date such notices were given. Notices need only be given to Owners appearing as such on the books of the Association at the time of the delivery or mailing of the notices.

Section 3.5 Waiver. An Owner may waive any notice required by these Bylaws, the Declaration, the Articles or the Utah Revised Nonprofit Corporation Act (the "**Non-Profit Act**"), whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred, provided that such waiver is (a) in writing, (b) signed by such Owner entitled to the notice and (c) delivered to the Association for inclusion in the minutes or filing with the Association's records. Additionally, an Owner's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless such Owner at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such Owner objects to considering the matter when it is presented.

Section 3.6 Quorum. At any regular or special meeting of the Owners, the quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be the presence of Owners or of proxies entitled to cast at least fifty percent (50%) of all outstanding votes. In the absence of a quorum, a majority of the Owners present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days and no more than thirty (30) days from the time the original meeting was called. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

Section 3.7 Proxies. Any Owner entitled to vote may vote by proxy at any meeting of the Owners (and at any adjournment thereof) which is specified in such proxy, provided that his or her proxy is executed in writing by such Owner or his or her duly authorized attorney in fact. A proxy is valid for eleven (11) months unless a different period is expressly provided for in such proxy. The burden of proving the validity of any undated, irrevocable or otherwise contested proxy at a meeting of the Owners will rest with the person seeking to exercise the same. A telegram, teletype, facsimile or other electronic transmission shall be deemed executed and in writing.

Section 3.8 Qualification for Membership. Membership in the Association shall at all times consist exclusively of the Owners and each Owner shall be an Owner so long as such person shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

Section 3.9 Membership Records. The Association shall maintain (and keep up to date) the records showing the following: (a) the name of each person who is an Owner; (b) the address of such person; and (c) the real property which is owned by such person. In the event of any transfer of a fee or undivided fee interest in any real property, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Wasatch County, Utah. The Association may for all purposes act and rely on the information concerning Owners and real property ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any real property which is obtained from the office of the County Recorder of Washington County, Utah. The address of an Owner shall be deemed to be the address of the real property owned by such person unless the Association is otherwise advised.

Section 3.10 Election Inspectors. The Board, in advance of any meeting of the Owners, may appoint an election inspector or inspectors to act at such meeting (and at any adjournment thereof). If an election inspector or inspectors are not so appointed, the chairman of the meeting may, or upon request of any person entitled to vote at the meeting will, make such appointment. If any person appointed as an inspector fails to appear or to act, a substitute may be appointed by the chairman of the meeting. If appointed, the election inspector or inspectors (acting through a majority of them if there be more than one) will determine the Owners entitled to vote, the authenticity, validity and effect of proxies and the number of Owners represented at the meeting in person and by proxy; they will receive and count votes, ballots and consents and announce the results thereof; they will hear and determine all challenges and questions pertaining to proxies and voting; and, in general, they will perform such acts as may be proper to conduct elections and voting with complete fairness to all Owners.

Section 3.11 Irregularities. All informalities and/or irregularities in calls, notices of meetings and in the manner of voting, credentials, and methods of ascertaining those present shall be deemed waived if no objection is made at the meeting.

Section 3.12 Participation by Electronic Means. Any or all of the Owners may participate in an annual, regular, or special meeting of the Owners by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.

#### **ARTICLE IV BOARD, SELECTION AND TERM OF OFFICE**

Section 4.1 Management. Subject to the provision of the Declaration, the affairs of the Association shall be managed by the Board comprised of three (3) individuals. The Board shall constitute the governing body of the Association. Except as otherwise provided in the Declaration, the Board may act in all instances on behalf of the Association. Except for Board members elected or appointed by Declarant, each Board member shall meet the qualifications and requirements set forth in the Declaration, including Section 6.6 thereof. If a Board member shall cease to meet such qualifications during his term, he will thereupon cease to be a Board member and his place on the Board shall be deemed vacant. Until the Transition Date, the Board

shall consist of three (3) members, all of whom the Declarant shall appoint, remove, and replace at such times as the Declarant deems fit to do so.

Section 4.2 Nominations. Beginning at the first annual meeting after the Transition Date and continuing thereafter, nominations for election to the Board shall be made by the then-current Board. Nominations may also be made from the floor at the annual meeting of the Owners. The Board shall make as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.3 Election and Term of Service. Beginning at the first annual meeting after the Transition Date and continuing thereafter, election to the Board shall be by secret written ballot. At such election the Owners or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. At the first annual meeting after the Transition Date, the Owners shall elect one (1) member of the Board for a term of one (1) year, one (1) member of the Board for a term of two (2) years and one (1) member of the Board for a term of three (3) years, and at each annual meeting thereafter the Owners shall elect the number of members of the Board whose terms are then to expire for a term of three (3) years.

Section 4.4 Removal. Any member of the Board (other than one appointed by the Declarant pursuant to Section 4.1) may be removed from the Board, with or without cause, by the Owners holding sixty percent (60%) of the outstanding votes.

Section 4.5 Vacancy. In the event of the death, resignation, or discharge of a member of the Board for any reason, such vacancy shall be filled by vote of the majority of the members of the Board present at a properly called meeting of the Board, and the person elected to fill such a vacancy shall complete the term of office of the member of the Board so replaced.

Section 4.6 Compensation. No member of the Board shall receive compensation for any service such person may render to the Association. However, any member of the Board may be reimbursed for his actual, out-of-pocket expenses incurred in the performance of his duties, provided that such expenses were pre-approved in writing by the Board.

Section 4.7 Action Taken Without a Meeting. The Board may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 4.8 Quorum. A majority of the number of members of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the members of the Board present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.9 Annual and Regular Meetings. Regular meetings of the Board shall be held at least semi-annually, on or about November 1 and May 1 of each year, as determined by the Board. Assessments for the upcoming year shall be fixed at the semi-annual meeting held on or about November 1 each year.

Section 4.10 Special Meetings. Special meetings of the Board shall be held when called by the resident of the Association, or by any two (2) members of the Board after not less than three (3) days' notice to each member of the Board. Such notices shall advise each member of the Board of the time, place and general purpose of the meeting, and shall be delivered personally, or shall be given by telephone or electronic transmission, or, if sent by mail, such three (3) days' notice shall be deemed to have been given if the notice is postmarked at least five (5) days before the date of the meeting. By unanimous consent of the members of the Board, special meetings of the Board may be held at any time without call or notice, or waiver of call and notice.

Section 4.11 Waiver of Notice. A member of the Board may waive notice required by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. To be effective, such waiver must be (a) in writing (including by electronic transmission), (b) signed by the member of the Board entitled to the notice and (c) delivered to the Association for inclusion in the minutes or filing with the Association's records; provided, however that the failure to comply with clause (c) will not cause the waiver to be ineffective. Additionally, attendance at a meeting by a member of the Board waives objection to (i) lack of notice or defective notice of the meeting, unless such member of the Board at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and (ii) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such member of the Board objects to considering the matter when it is presented.

Section 4.12 Participation by Electronic Means. Any or all of the members of the Board may participate in an annual, regular, or special meeting of the Board by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.

## **ARTICLE V POWERS AND DUTIES OF THE BOARD**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles or these Bylaws directed to be exercised and done by the Owners. The powers of the Board shall include but not be limited to the following:

- (a) To provide the necessary management and accounting and other services required in connection with operation and maintenance of the Project;
- (b) To enforce liens against Lots in the event of default by an Owner in payment of money under the Declaration, and to enforce any other provisions thereof;
- (c) To authorize in their discretion refunds of excess Assessments; and
- (d) To enforce such Association Rules pertaining to use and occupancy of the Dwelling Units, Common Areas and Common Facilities as may be adopted by the Association and which are consistent with these Bylaws, the Articles and the Declaration.



## ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.1 Enumeration of Offices. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. The elected or appointed officers of the Association must be Owners.

Section 6.2 Election of Officers. The election of officers shall take place at an annual meeting of the Board; provided, however, that elections of additional officers may be held at any other meeting of the Board specifically called for such purpose.

Section 6.3 Term and Vacancies. The officers of the Association shall be elected annually by the Board and each shall hold office for one year unless such person shall sooner resign, or shall be removed, or otherwise disqualified to serve. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer such person replaces.

Section 6.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 6.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6 Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.4 of this Article VI; provided that the offices of secretary and treasurer may be held by the same person.

Section 6.7 Duties. The duties of the officers are as follows:

*President:* The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board and Association are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

*Vice-President:* The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

*Secretary:* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board.

*Treasurer:* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Owners at the Owners' regular annual meeting, and deliver a copy of each to the Owners.

Section 6.8 Election of Officers Prior to Transition Date. Notwithstanding anything to the contrary contained in this Article VI, prior to the Transition Date, all officers of the Association, if any, will be elected or appointed by Declarant.

Section 6.9 Compensation. An officer may be paid reasonable compensation and shall be reimbursed for reasonable expenses, if any, incurred by such officer on behalf of the Association. Notwithstanding the foregoing, no salary or other compensation shall be paid to an individual serving as an officer of the Association who is also on the Board unless such compensation relates solely to such individual's capacity as an officer. The following guidelines shall be followed by the Board when determining reasonable compensation of any officer:

- (a) the Association's Conflict of Interest Policy, if any, must be consulted and satisfied;
- (b) compensation arrangements must be based on (i) information about compensation paid by at least three (3) similarly situated organizations (taxable or tax-exempt) for similar services, (ii) current compensation surveys compiled by independent firms or (iii) actual written offers from similarly situated organizations;
- (c) compensation arrangements must be approved pursuant to this Section 6.9 in advance of any payment of compensation; and
- (d) the date and terms of approved compensation arrangements must be documented in writing, and the written documentation must identify (i) the members of the authorized body who were present during debate on the approved compensation arrangement, (ii) the decision made by each individual who participated in the determination of approved compensation arrangement, (iii) the information on which the compensation arrangement was based and its source and (iv) any actions taken, consistent with the Conflict of Interest Policy, with respect to consideration of the compensation arrangement by anyone who otherwise is authorized to vote on compensation arrangements but who had a conflict of interest with respect to the transaction.

## ARTICLE VII COMMITTEES

The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

## **ARTICLE VIII INDEMNIFICATION**

The Association shall, to the full extent consistent with the Non-Profit Act, indemnify the members of the Board, officers, employees and agents of the Association with respect to liabilities and expenses arising out of any action, suit or proceedings in which they become involved by reason of their affiliation with the Association. Nothing contained herein shall prevent the Association from obtaining appropriate liability insurance for any of the foregoing.

## **ARTICLE IX INSURANCE**

The Association may purchase and maintain liability insurance (a) on behalf of a person who (i) is or was a member of the Board, officer, employee, fiduciary, or agent of the Association or (ii) while serving as a member of the Board, officer, employee, fiduciary, or agent of the Association at the request of the Association, is or was serving as a member of the Board, officer, partner, trustee, employee, fiduciary, or agent of (A) another foreign or domestic nonprofit corporation, (B) other person or (C) an employee benefit plan; and (b) against liability asserted against or incurred by the person in that capacity or arising from the person's status as a member of the Board, officer, employee, fiduciary, or agent, whether or not the Association would have power to indemnify the person against the same liability under Sections 902, 903 or 907 of the Non-Profit Act.

## **ARTICLE X AMENDMENTS; ORDER OF PRECEDENCE**

Prior to the Transition Date, the Board, at any regular or special meeting, shall have the power to make, amend, and repeal the Bylaws by vote of a majority of the Board, provided that written notice of intention to make, amend or repeal the Bylaws in whole or in part shall have been given in the notice of the meeting. From and after the Transition Date, at a regular or special meeting, the Owners shall have the power to make, amend, and repeal the Bylaws by vote of at least sixty-seven percent (67%) of the votes in the Association, provided that written notice of intention to make, amend, or repeal the Bylaws in whole or in part shall have been given in the notice of the meeting. These Bylaws may not be amended in a manner which is inconsistent with or conflicts with the terms of the Declaration, or Articles, and in the event of any such amendment which is inconsistent or conflicts, the amendment shall be considered void. Any discrepancies or conflicts between the provisions of the Utah Code Annotated, the Declaration, the Articles and Bylaws, and the Association Rules shall, unless otherwise provided, be resolved by giving priority first to the statutes, second to the Declaration, third to the Articles, fourth to the Bylaws, and fifth to the Association Rules.

## **ARTICLE XI FISCAL MANAGEMENT**

Section 11.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 11.2 Books of Account. Books of account of the Association shall be kept under the direction of the treasurer on a consistent basis in accordance with good accounting practices.

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### CERTIFICATE OF ADOPTION

I hereby certify that I am the duly appointed Authorized Officer of River Meadows Ranch Subdivision Homeowners' Association, Inc., a Utah non-profit corporation (the "Association"), and have been designated by the Board of Directors of the Association to act in that capacity. I also certify that the foregoing Bylaws have been adopted as the Bylaws of the Association by its Board of Directors by written consent in lieu of meeting, and that these Bylaws, as of the date of this Certificate, have not been repealed, altered, amended, restated, or superseded, and remain in full force and effect.

DATED as of the 2<sup>nd</sup> day of September 2017.

  
\_\_\_\_\_  
Tom Henriod, Authorized Officer