

**BYLAWS**  
**THE VILLAGE ON 12<sup>th</sup> CONDOMINIUMS ASSOCIATION OF UNIT OWNERS**

ARTICLE I  
REGISTERED AGENT AND OFFICE

1. **Office and Registered Agent.** The initial Registered Agent shall be Brad Morgan of **560 West 800 North Orem, Utah 84057**. However, after transfer of management and control of the Association is made by the Declarant (as set forth in the Declaration of Condominium) to the members of the Association, the Registered Agent shall be the President of the Association or such other person designated by him/her and the Registered Office shall be the home of the President or such other place as shall be designated by him/her.

ARTICLE II  
ASSOCIATION

1. Composition. The Association of Unit Owners is a mandatory association consisting of all Unit Owners in The Village on 12<sup>th</sup> Condominiums.

2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Management Committee from time to time and stated in the notice of meeting.

3. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail to each owner at his last known address, by regular U.S. mail postage prepaid, a notice of each meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

4. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he is in full compliance with all of the terms, covenants, and conditions of the Project Documents and shall have fully paid his share of the Common Expenses and all Assessments and/or Additional Charges due.

5. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each must be filed with the Secretary of the Association prior to the meeting. Only individual Unit Owners or the legal representative of an institutional Unit Owner

may be proxies.

6. Quorum Voting. Fifty-one (51.0%) percent of the members of the Association shall constitute a quorum for the adoption of decisions. If however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. Those Owners present, either in person or by proxy, at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association in person or by proxy, shall determine any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. report of special committees, if any;
- f. election of inspectors of election, if applicable;
- g. election of Committee Members, if applicable;
- h. unfinished business; and
- i. new business.

8. Conduct of Meeting. The President, or in his absence the Vice-President, shall preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as a record of all transactions occurring thereat.

### ARTICLE III MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by a Management Committee consisting of three (3) or more Unit Owners. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project:

- a) Preparation of an annual budget;
- b) Allocating the Common Expenses;
- c) Providing for the regulation of all the Common Areas and upkeep, replacement, and maintenance.

- d) Designating, hiring, and dismissing the personnel necessary to operate and maintain the project.
- e) Collecting and depositing the Assessments.
- f) Making, amending, and enforcing the Rules and Regulations.
- g) Opening and closing bank accounts for and in behalf of the Association and designating the signatories required therefore.
- h) Making, or contracting for the making, of, repairs, additions, and improvements to, or alterations of, the Property, and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of the Bylaws, after damage or destruction by fire or other casualty.
- i) Purchasing and maintaining insurance.
- j) Paying the, cost of, all services tendered to the Project and not billed directly to Owners or individual Units.
- k) Keeping books and records with detailed accounts of the receipts and expenditure's affecting the Project and the administration of the Project, specifying the maintenance, and repair expenses of the Common Areas and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the owners, their duly authorized agents or attorneys, during, general business, hours on working days and at times and in a manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be formally Audited by an outside auditor employed by the Committee who shall not be a resident of the Project or an Owner therein. The cost of such Audit shall be a Common Expense. Copies of books and records, financial statements, reports, compilations, and Audits shall be supplied to any first mortgagee, of any Unit in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an Audited financial statement prepared at any time.
- l) Providing, where necessary, all water, electricity, and other necessary utility services for the Common Areas and such services to the Units, including but not limited to heating, as are not separately metered or charged to the Owners.
- m) Making emergency repairs;
- n) At the sole expense and risk of the Owner, impounding, immobilizing, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area;
- o) Assigning or leasing overflow parking spaces to residents and/or establishing handicap parking;
- p) Establishing and collecting user fees; and
- q) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or Bylaws, or to do anything required by a proper resolution of the Management Committee or Association.

2. Composition of the Management Committee. The Management Committee shall be composed of three (3) or more members.

3. Election and Term of Office of the Committee. The number and selection of members of the Management Committee shall be determined by the vote and election of the Association at a regularly scheduled meeting. The term of office of membership on the Management Committee shall be two (2) years. At the expiration of the member's term, a successor shall be elected.

4. First Meeting. The first meeting of the members of the Management Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee, but no less often than monthly.

6. Special Meetings. Special meetings of the Management Committee may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, or by telephone and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Management Committee, any member may, in Writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Committee no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Committee; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10. Removal of Committee Member. A member of the Management Committee may be

removed with or without cause, and his successor elected at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee Member who misses twenty-five percent (25%) or more of the Committee Meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

11. Conduct of Meetings. The President shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

12. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

13. Open Meeting Policy. All Management Committee meetings shall be open to all voting members of the Association, but attendees other than members of the Management Committee may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

14. Action May Be Taken Without A Meeting. Any action to be taken at the meeting of the Management Committee or any action that be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Management Committee, An explanation of the action taken shall be posted at a prominent place or places within the common areas with three (3) days after the written consents of all of the members of the Management Committee have been obtained.

11. Executive Session. The Management Committee, with approval of a majority of a quorum, may adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session

#### ARTICLE IV OFFICERS

1. Designation. The principal Officers of the Association shall be a President, a Vice--President, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be

necessary. The President, Secretary and Treasurer must be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The Officers of the Association shall be elected annually by the Committee at the first meeting of each Committee immediately following the annual meeting of the Association and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee shall be an ex officio member of all committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The secretary shall attend all meetings of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the

regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE V  
FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

ARTICLE VI  
INVESTMENT OF COMMON FUNDS

Common funds may only be deposited into institutions which are federally insured.

ARTICLE VII  
AMENDMENT TO BYLAWS

1. Amendments. These Bylaws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Association or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association; provided however, all of the written consents must be obtained within a sixty (60) day period and, so long as Declarant is in control of the owner's association, must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or guaranty of any financing of a Unit is provided by the Federal Housing Admin. of the United States Dept. of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corp. (FHLMC), Federal National Mortgage Assoc. (FNMA), Government National Mortgage Assoc. (GNMA), by such agencies.

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Wasatch County, State of Utah.

ARTICLE VIII  
NOTICE

1. Manner of notice. All notices, demands, bills, statements, or other communications provided for or required under these Bylaws (except as to notices of Association meetings which were previously addressed in Article II of these Bylaws) shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular US Mail postage prepaid, a) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing, to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of

the statutes the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons, entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto unless such waiver ineffective under the provisions of the Declaration.

ARTICLE IX  
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provision of the Declaration shall control.

2. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

3. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

4. Interpretation. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

6. Governing Law; Consent to Jurisdiction. These Bylaws shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of law principles. Any action or proceeding, however characterized, relating to or arising out of these Bylaws, or in connection with the subject matter hereof shall be maintained in the state courts located in Wasatch County, Utah or the federal courts located in Salt Lake City, Utah, and the parties hereto, each for itself or himself or herself or his or her successors and permitted assigns, hereby irrevocably submits to the jurisdiction of the courts of the State of Utah and the Courts of the United States of America sitting in the Salt Lake City, Utah for the purposes of any such action or proceeding and irrevocably agrees to be bound by any judgment rendered thereby in connection with these Bylaws.

**SIGNATURE PAGE FOLLOWS**

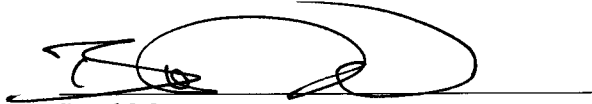


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DATED the 14 day of November, 2017.

12<sup>th</sup> South Investments, LLC, a Utah Limited Liability Company

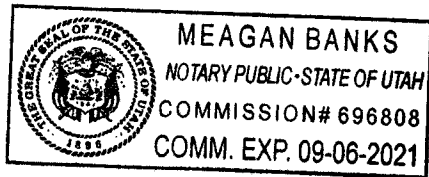
By: Brad Morgan  
Manager, Member of 12<sup>th</sup> South Investments, LLC.




Brad Morgan  
Title: Manager, Member

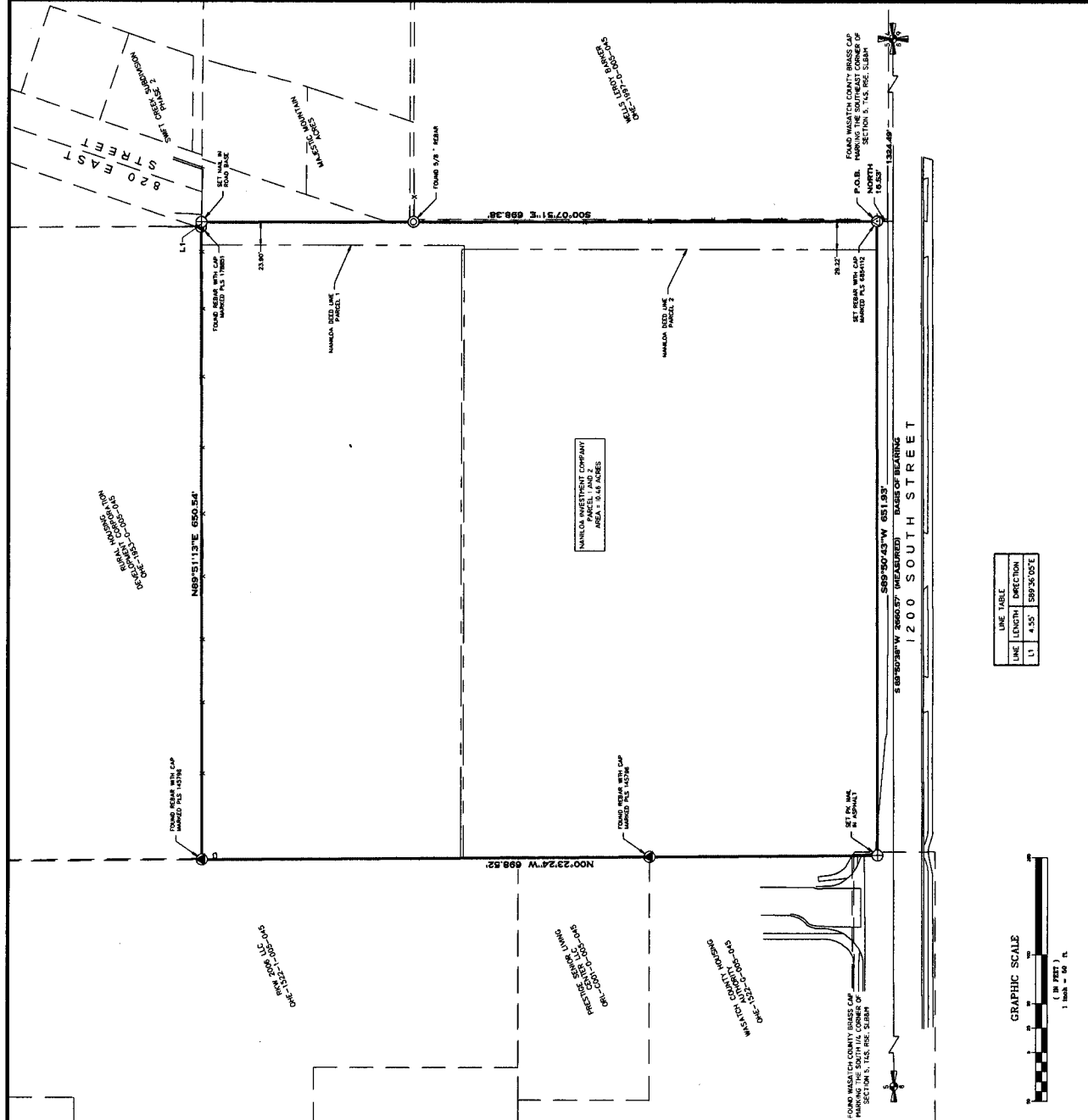
STATE OF UTAH            )  
  : ss.  
COUNTY OF UTAH        )

On the 14<sup>th</sup> day of November, 2017, personally appeared before me Brad Morgan, who by me being duly sworn, did say that he is the Manager of 12<sup>th</sup> South Investments, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization or a resolution of its Members, and said Brad Morgan duly acknowledged to me that said Company executed the same.

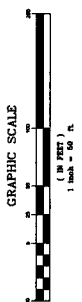


Meagan Banks  
NOTARY PUBLIC  
Residing at: Springville, UT  
My Commission Expires: 9/6/2021

 <b>LAND SURVEYING</b> WWW.ELEMENTSURVEYING.COM 2298 SOUTH 270 EAST, HEBER CITY, UT 84002 801-552-0275 & 801-551-9145	<b>BOUNDARY SURVEY</b> WASATCH COUNTY IN THE SOUTHEAST 1/4 OF SEC 5, T4S, R5E, S18BM	NANILA PROPERTY PROJECT	1 OF 1 SHEET
			BERG ENGINEERING PREPARED FOR
		17-02-021 PROJECT NO.	



LINE	LENGTH	DIRECTION
L1	4.35'	S89°36'05\"/>




**SURVEYOR'S CERTIFICATE**

I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, LICENSED UNDER THE LAWS OF THE STATE OF UTAH, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

MARCH 8, 2017  
DATE

TROY L. TAYLOR  
SURVEYOR



**SURVEYOR'S NARRATIVE**

AT THE REQUEST OF THE CLIENT I HAVE PERFORMED A BOUNDARY SURVEY OF THE NANILA PROPERTY WHILE CONDUCTING THE RESEARCH, AN "ALL-A" SURVEY OF THE PROPERTY PERFORMED BY LEGEND PLANS ENGINEERING AND SURVEYING, INC. IN HEBER CITY, UTAH. THE NANILA PROPERTY IS LOCATED IN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE SUBJECT PARCEL CALLS FOR 7/16 CORNER THAT WOULD EFFECT THE TITLE LOCATION, DEPENDS ON WHICH EXISTING FENCE LINES AND EXISTING SUBDIVISIONS, AND IT IS RECOMMENDED THAT BOUNDARY LINE BE DETERMINED BY RECONSTRUCTING THE CORNER FROM THE MOST ACCURATE EVIDENCE AVAILABLE. THE BOUNDARY DESCRIPTION AS SHOWN ON THIS MAP DISREGARD THE COMBINED TITLE PARCELS WITHOUT REFERENCE TO FOLLOW.

**DESCRIPTION**

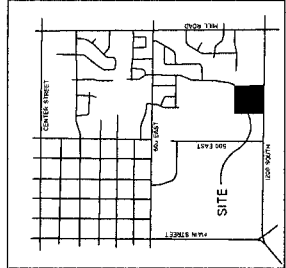
BEGINNING AT A SET REBAR WITH CAP MARKED PLS 689412, SAID POINT BEING LOCATED SOUTH 89°02'38\"/>

**DESCRIPTION**

BEGINNING AT A SET REBAR WITH CAP MARKED PLS 689412, SAID POINT BEING LOCATED SOUTH 89°02'38\"/>

**DESCRIPTION**

BEGINNING AT A SET REBAR WITH CAP MARKED PLS 689412, SAID POINT BEING LOCATED SOUTH 89°02'38\"/>



1 inch = 50 ft.

PROJECT NO. 17-02-021  
 PREPARED FOR BERG ENGINEERING  
 PROJECT NANILA PROPERTY  
 1 OF 1 SHEET

**LEGAL DESCRIPTION OF TRACT**

**EXHIBIT "A"**

**THE VILLAGE ON 12th CONDOMINIUMS**

**DESCRIPTION**

BEGINNING AT A SET REBAR WITH CAP MARKED PLS 6854112, SAID POINT BEING LOCATED SOUTH 89°50'38" WEST ALONG THE SECTION LINE 1324.39 FEET AND NORTH 16.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'43" WEST 651.93 FEET TO A PK NAIL IN THE ASPHALT; THENCE NORTH 00°23'24" WEST 698.52 FEET TO A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE NORTH 89°51'13" EAST 650.54 FEET ALONG A FIELD FENCE TO A FOUND REBAR WITH CAP MARKED PLS 178851; THENCE SOUTH 89°36'05" EAST 4.55 FEET ALONG THE SOUTH LINE OF THE SWIFT CREEK SUBDIVISION PHASE 2 TO A SET NAIL; THENCE SOUTH 00°07'51" EAST 698.38 FEET ALONG THE WEST LINE OF THE MAJESTIC MOUNTAIN SUBDIVISION AND AN EXISTING FIELD FENCE LINE TO THE POINT OF BEGINNING.

AREA = 10.48 ACRES