

When recorded, deliver to:

David P. Rose
7730 S. Union Park Avenue
Suite 500
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BYLAWS
OF
WINDFLOWER 2 NEIGHBORHOOD HOA, INC.

ARTICLE 1
DEFINITIONS AND APPLICATION

1.1. Definitions. Except as otherwise provided herein, the definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Windflower 2 dated on or about April 20, 2022 (the “Declaration”) and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws. In the event there is a capitalized term herein that is not defined in the Declaration, then the meaning given such term in the Articles of Incorporation dated as of April 20, 2022 (the “Articles of Incorporation”) of the Windflower 2 Neighborhood HOA, Inc., a Utah non-profit corporation (the “Association”), shall next govern and if it is silent the meaning given such term in the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 *et. seq.* (1953, as amended) (the “Act”).

1.2. Applicability. These Bylaws apply to the Project (the legal description of which is set forth in Exhibit “A” attached hereto and incorporated herein). All present or future Owners, tenants, or any other person or entity that might use the facilities of the Project in any manner, are subject to the provisions set forth in these Bylaws, which are attached to the recorded Declaration. The mere acquisition, rental, or occupancy of any of the Units will signify that these Bylaws and the Declaration are accepted, ratified, and will be complied with.

ARTICLE 2
VOTING

2.1. Voting Rights. Voting rights shall be as set forth in the Declaration.

2.2. Consent in Lieu of Vote. In any case in which the Declaration or Bylaws require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership concerned. The following additional provisions shall govern any application of this Section:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any member.

(b) The status of ownership of all Units must not change from the date of the first signature to the consent until the date of the last signature.

(c) Unless the consent of all persons who have an interest in a single Unit are secured, the consent of none of such persons shall be effective.

2.3. Vote. Each Owner shall have one (1) vote for each Unit of which he or she owns fifty-one percent (51%) or more as established in the Declaration. This provision shall not affect any of the voting rights granted to the Declarant in the Declaration.

2.4. Majority of Owners. As used in these Bylaws the terms "majority of owners" shall mean those Owners holding fifty-one percent (51%) or more of the total outstanding votes in accordance with the total number of Lots subject to the Declaration.

2.5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owner(s) possessing a majority of the votes as defined in Section 2.3 of this Article shall constitute a quorum.

2.6. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting.

ARTICLE 3 ASSOCIATION MEETINGS

3.1. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board.

3.2. Annual Meetings. The annual meeting of the Association may be held on the second Wednesday of June each year, unless otherwise provided by resolution of the Board. At such meetings the Owners shall elect by ballot a Board, which election shall be in accordance with the requirements of Section 4.5 below, subject to any conflicting provisions of the Declaration that shall be deemed to supersede and take preeminence over any and all of the provisions of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

3.3. Special Meetings. It shall be the duty of the Chairman to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by Owners possessing at least ten percent (10%) or more of the voting rights of the Association as described herein and in the Declaration and with the same having been presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of the holders of three-fourths (3/4) of the votes present, either in person or by proxy.

3.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least five (5) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3.5. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not in attendance, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time.

3.6. Order of Business. The order of business of all meetings of the Owners may be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of executive committees, if any.
- (f) Election of inspectors of election.
- (g) Election of Board.
- (h) Unfinished business.
- (i) New business.

ARTICLE 4 BOARD OF DIRECTORS (BOARD)

4.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors (sometimes referred to herein as the “**Board**”) composed of three (3) to five (5) persons. Members of the Board of Directors need not be members of the Association.

4.2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of affairs of the Association and may do all such acts and things as are not prohibited by law, by the Declaration or by 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) The authority, without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Windflower 2 Neighborhood Common Areas (as defined in the Declaration), the work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Lot must be repaired;
- (b) The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Subdivision Plat which has been approved by the vote or consent necessary to authorize such amendment;

(c) The authority to enter into contracts that in any way concern the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;

(d) The power or authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(e) The power or authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

(f) The power and authority to add any interest in real property obtained pursuant to subsection (e) above to the Project, so long as such action has been authorized by the necessary vote or consent;

(g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the interests of the Owners;

(h) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent for the Owners; and

(i) Any instrument executed by the Board that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

4.3. Other Duties. In addition to duties imposed by the Declaration, these Bylaws or by resolution of the Association, the Board shall have the following duties and/or powers:

(a) Enter into agreements and take actions providing for the care, upkeep and surveillance of the Project and the Windflower 2 Neighborhood Common Areas;

(b) Bringing and defending actions by or against the Association pertinent to the operation of the Project;

(c) Borrowing money on behalf of the Project when required in connection with the operation, care, upkeep and maintenance of the Common Areas, provided, however that (i) the consent of at least a majority of the voting interests of the Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws, shall be required for the borrowing of any sum in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and (ii) no lien (other than the lien of assessment) to secure repayment of any sum borrowed may be created on any Lot or its appurtenant interest in common elements without the consent of the Owner;

(d) Collection of monthly assessments from the Owners;

(e) Employing and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the Project; and

(f) Such other duties and powers as set forth in the Declaration.

4.4. Management Agent. The Board may engage for the Association the services of a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4.5. Election and Term of Office. The Board of Directors shall initially consist of three (3) members who can be increased up to as many as five (5) members upon the majority vote of the existing Board of Directors or the majority vote of the Owners at a duly called meeting of the Owners. The Declarant reserves the right to appoint all of the Board of Directors during the "period of administrative control" as defined in Section 8.2 of the Declaration. At the first annual meeting of the Association after the period of administrative control has passed, the Owners will vote to elect the new members of the Board. The term of office of the Board member receiving the highest number of such votes shall be fixed at three (3) years. The term of office of the Board member receiving the next highest number of such votes shall be fixed at two (2) years. The term of office of the Board member receiving the next highest number of such votes shall be fixed at one (1) year. At the expiration of the initial term of office of each of these three (3) Board members, his or her successor shall be elected to serve a term of three (3) years. The Board members shall hold office until their successors have been elected and held their first meeting.

4.6. Vacancies. After the period of administrative control has passed, vacancies on the Board caused by any reason other than the removal of a Board member by a vote of the Owners (as provided in the Declaration) shall be filled by the vote of the majority of the remaining Board members, even though the number voting affirmatively for a replacement Board member may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

4.7. Removal of Board Member. At any regular or special meeting duly called, any one or more of the Board members may be removed with or without cause by a majority of the Owners, after the period of administrative control has passed, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such a place as shall be fixed by the Board members at the meeting at which such Board members were elected, and no notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least

two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone, telecopy, or electronic mail at least three (3) days prior to the day set for such meeting. Except during the “period of administrative control” (defined in Section 8.2 of the Declaration), meetings of the Board shall be open to all Owners, unless litigation or potential litigation, contract negotiation, or employment or personnel matters are being discussed.

4.10. Special Meetings. Special meetings of the Board may be called by the Chairman on three days notice to each Board member given personally or by mail, telephone, telecopy, or electronic mail, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least two (2) Board members.

4.11. Waiver of Notice. Before or at any meeting of the Board, any Board 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 Board member at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12. Board’s Quorum. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the resumption of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14. Compensation. No Board member shall receive any compensation for any service he or she shall render to the Association in that capacity. However, reimbursement for actual expenses may be made upon approval by the Board.

ARTICLE 5 OFFICERS

5.1. Designation. The principal officers of the Association shall be a Chairman, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board members may appoint a Vice Chairman, assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The offices of Chairman and Treasurer may be filled by the same person.

5.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting after election of new Board members and shall hold office at the pleasure of the Board.

5.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4. Chairman. The Chairman shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of president of any Association or Chairman of any Board, including but not limited to the power to appoint executive committees from among the owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5. Vice Chairman. The Vice Chairman, if such an officer is appointed by the Board, shall take the place of the Chairman and perform his or her duties whenever the Chairman shall be absent or unable to act. If neither the Chairman nor the Vice Chairman is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be imposed upon him or her by the Chairman or the Board.

5.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he or she shall have the charge of such books and papers as the Board may direct; and he or she shall, in general, perform all of the duties incident to the office of Secretary.

5.7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

5.8. Compensation. No officer shall receive any compensation for any service he or she shall render to the Association in that capacity, except for the Secretary or Treasurer, who may receive such compensation, if any, as the Board may determine. Reimbursement of actual expenses may be made upon approval by the Board.

ARTICLE 6 GENERAL PROVISIONS

6.1. Amendment. These Bylaws may be amended solely by the Declarant during the period of administrative control. After the period of administrative control has passed, these Bylaws may be amended by the Association in a duly constituted meeting convened for such purpose and no amendment shall take effect unless approved by Owners possessing sixty-seven percent (67%) of the Total Votes of the Association (and one of which votes in favor must be the

vote of the Declarant so long as the Declarant owns any Unit in the Project). Any such properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the Wasatch Country Recorder.

6.2. Construction. These Bylaws shall be construed wherever possible as consistent with the Declaration, the Articles of Incorporation and the Act. Wherever there is a conflict between the Declaration, the Articles of Incorporation, or Act and these Bylaws, the Declaration shall control first and foremost, the Articles of Incorporation shall next control, the Bylaws shall next control and last of all the Act shall control.

6.3. Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

6.4. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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CERTIFICATION

I, the undersigned, do hereby certify:

1. I am the duly elected secretary of the Windflower 2 Neighborhood HOA, Inc.
2. The foregoing Bylaws constitute the Bylaws of the Association as duly adopted on the 20th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of April, 2022.



David P. Rose, Secretary

STATE OF UTAH)
COUNTY OF Salt Lake :SS

The foregoing instrument was acknowledged before me this 20th day of April, 2022 by David P. Rose, Secretary of the Windflower 2 Neighborhood HOA, Inc.

Laorisha Shemper
NOTARY PUBLIC

My Commission Expires:
September 26, 2023

Residing at: Salt Lake City

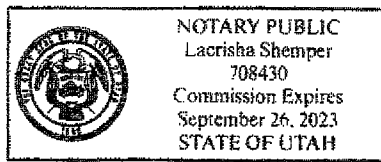


EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

Property located in Wasatch County, Utah, more particularly described as follows:

PARCEL 1—SAWMILL SUBDIVISION PHASE 2C:

UNITS 256 THROUGH 260, AND LOTS 261 THROUGH 267, SAWMILL SUBDIVISION PHASE 2C, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THE COMMON AREA AND PRIVATE STREETS AS DEPICTED ON THE SUBDIVISION PLAT FOR SAWMILL SUBDIVISION PHASE 2C, RECORDED MARCH 30, 2021 AS ENTRY NO. 496909 IN BOOK 1346 PAGE 1016.

PARCEL 2—SAWMILL SUBDIVISION PHASE 2D:

UNITS 250 THROUGH 255, SAWMILL SUBDIVISION PHASE 2D, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THE COMMON AREA AND PRIVATE STREETS AS DEPICTED ON THE SUBDIVISION PLAT FOR SAWMILL SUBDIVISION PHASE 2D, RECORDED MARCH 30, 2021 AS ENTRY NUMBER 496911 IN BOOK 1346 PAGE 1019.

PARCEL 3—SAWMILL SUBDIVISION PHASE 1B:

LOTS 1 THROUGH 26, SAWMILL SUBDIVISION PHASE 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

TOGETHER WITH THE COMMON AREA AND PRIVATE STREETS AS DEPICTED ON THE SUBDIVISION PLAT FOR SAWMILL SUBDIVISION PHASE 18, RECORDED MARCH 30, 2021 AS ENTRY NUMBER 496907 IN BOOK 1346 PAGE 1011.

Tax Parcel Nos.: 00-0021-1526 and 00-0021-1525

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Phase 1B

Lot 1 00-0021-5836
Lot 2 00-0021-5837
Lot 3 00-0021-5838
Lot 4 00-0021-5839
Lot 5 00-0021-5840
Lot 6 00-0021-5841
Lot 7 00-0021-5842
Lot 8 00-0021-5843
Lot 9 00-0021-5844
Lot 10 00-0021-5845
Lot 11 00-0021-5846
Lot 12 00-0021-5847
Lot 13 00-0021-5848
Lot 14 00-0021-5849
Lot 15 00-0021-5850
Lot 16 00-0021-5851
Lot 17 00-0021-5852
Lot 18 00-0021-5853
Lot 19 00-0021-5854
Lot 20 00-0021-5855
Lot 21 00-0021-5856
Lot 22 00-0021-5857
Lot 23 00-0021-5858
Lot 24 00-0021-5859
Lot 25 00-0021-5860
Lot 26 00-0021-5861

Phase 2D

Unit 250 00-0021-5876
Unit 251 00-0021-5877
Unit 252 00-0021-5878
Unit 253 00-0021-5879
Unit 254 00-0021-5880
Unit 255 00-0021-5881

Phase 2C

Unit 256 00-0021-5864
Unit 257 00-0021-5865
Unit 258 00-0021-5866
Unit 259 00-0021-5867
Unit 260 00-0021-5868

Lot 261 00-0021-5869
Lot 262 00-0021-5870
Lot 263 00-0021-5871
Lot 264 00-0021-5872
Lot 265 00-0021-5873
Lot 266 00-0021-5874
Lot 267 00-0021-5875