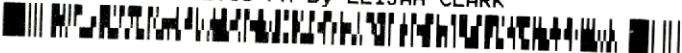


Recorded at the request of:
Snowshoe Village Homeowners
Association, Inc.

After recording mail to:
Snowshoe Village Homeowners
Association, Inc.
241 N HWY 143
BRIAN HEAD, UT 84719

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**Record against the Property
described in Exhibit 1**

**AMENDED AND RESTATED BYLAWS
OF
SNOWSHOE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Bylaws of Snowshoe Village Homeowners Association, Inc., (herein "Bylaws") are for the regulation and operation of the affairs of Snowshoe Village Homeowners Association, Inc., a Utah nonprofit corporation (the "Association") to be the Association to which reference is made in the Enabling Declaration Establishing a Plan for Condominium Ownership, Snowshoe Village Phase I, recorded with the Iron County Recorder, State of Utah, on December 1, 1974, as Entry No. 175891, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Units within the Snowshoe Village Condominium Project, located in Brian Head, Iron County, Utah. As more particularly stated herein, these Bylaws amend, restate, wholly replace, and substitute for the following:

- (i) By-Laws of Homeowners Association of Snowshoe Village, Phase 1 (herein the "Initial By-Laws"), which are attached as Exhibit C to the Declaration; and
- (ii) Any and all supplements or amendments to the Initial By-Laws prior to the date of these Bylaws, whether or not such were recorded in the records of the Iron County Recorder, Utah.

Unless defined otherwise herein, capitalized terms shall have the same meaning and definition as set forth in the Declaration. In the event of a conflict between these Bylaws and the rules, or policies of the Association, these Bylaws shall control. All other terms of the Association's other governing documents that do not contradict the terms of these Bylaws shall remain in full force and effect.

These Bylaws were adopted at a duly constituted meeting for such purpose and were approved by Owners representing at least sixty-seven percent (67%) of the total voting power, as set forth in Exhibit B to the Declaration, pursuant to Article VII, Section 1 of the Initial By-Laws and Utah Code § 57-8-39 which provides that the Bylaws may be amended with the approval of Unit Owners representing 67% of the voting interests.¹

¹ Article VII, Section 1 of the Initial By-Laws provides that the By-Laws may be amended "by the Association in a duly constituted meeting for such purpose and no meeting shall take effect unless approved by Owners representing at least seventy-five percent (75%) of the total voting power..." However, Utah Code § 57-8-39 provides that to amend

These Bylaws shall take effect upon the date they are recorded in the records of the Iron County Recorder (the “Effective Date”). Approval of these Bylaws authorizes the Association, acting through its Board to record a separate notice of first right of refusal against all property constituting the project which is subject to the jurisdiction of the Association, including all Units within the Project. All of the Project and Property known as “Snowshoe Village” (described in Exhibit 1 attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Bylaws as amended by this Amendment.

ARTICLE 1 PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The project located at Brian Head Ski Resort on Highway 143, County of Iron, State of Utah, known as “SNOWSHOE VILLAGE, PHASE 1” or “SNOWSHOE VILLAGE” and more particularly described on Exhibit 1 hereto (the “Project” or the “Property”), has been submitted to, and is subject to, the provisions of the Utah Condominium Ownership Act, Utah Code §§ 57-8-1 et seq. (the “Act”), as amended from time to time, which shall supplement these Bylaws. If an amendment to these Bylaws adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and these Bylaws—provided by law or in equity—are cumulative and not mutually exclusive. The definitions in these Bylaws are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Common Area² of the Project in any manner, are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any family unit (herein referred to as “Unit”) within the Project or the mere act of occupancy of any of said Unit(s) will signify that these Bylaws are accepted, ratified, and will be complied with.³

Section 4. Actions of the Association. Except as limited in the Declaration, the Bylaws, or the Articles, the Board of Directors (“Board”)⁴ acts in all instances on behalf of the Association.⁵

² the governing documents, the governing documents may not require “the vote or approval of Unit Owners with more than 67% of the voting interests”.

³ The term “Common Area” shall have the meanings provided in (i) the Declaration; and (ii) the definition of “common areas and facilities” provided in Utah Code § 57-8-3(5), as it may be amended from time to time.

⁴ As used herein, the term “Unit” shall have the same meaning as “family unit” as that term is defined in the Declaration and the meaning provided in Utah Code § 57-8-3, as amended from time to time.

⁵ “Board” or “Board of Directors” shall have the same meaning as the term “Management Committee”, as such term is defined in (i) the Declaration; and (ii) the Act, as amended from time to time.

⁵ “Association” is defined in Article III, § 1 of these Bylaws.

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Section 5. Rules Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate shall not be applied to defeat any of the provisions of the Governing Documents⁶ of the Association executed in accordance with the Act.

ARTICLE II VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentages of the vote to which the owner is entitled is the percentage assigned to the family Unit or Units in the Master Deed and as set forth in Exhibit "B" to the Declaration.

Section 2. Majority of Owners. As used in these Bylaws the term "Majority of Owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Master Deed and Exhibit "B" to the Declaration.

Section 3. Quorum. The presence in person or by proxy of owners having 60% of the total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing, signed by the Owner and be filed with the secretary before the appointed time of the meeting. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the secretary and shall be deemed revoked when the secretary shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance by such Owner of the Owner's Unit. Where there is more than one record Owner of a Unit, any or all of such persons may attend any meeting of the Owners, but the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by ballot, or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

ARTICLE III ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the Project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and

⁶ "Governing Documents" means the Articles, Declaration, Plat, Bylaws, Rules, design criteria, and any other written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property, and any amendments to these documents.

compensation of the Manager.⁷ Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

Section 2. Place of Meetings. Meeting of the Association shall be held at the principal office of the Project or such other suitable place convenient to the Owners as may be designated by the Board. Any meeting, whether of the Board or the Owners, may be held by virtual means or telecommunication. The Board may permit any Director or Owner to participate in a regular or special meeting of the Board or the Owners by, or conduct the meeting through the use of, any means of communication by which all Directors or Owners, as the case may be, participating may hear each other during the meeting. A Director or Owner participating in such a meeting is considered to be present in person at the meeting. If a Director or Owner wants to participate in a Board or Owner meeting by electronic communication, the Board shall provide the information necessary to allow the persons entitled to notice of the Board meeting or Owner meeting to participate by the available electronic means.

Section 3. Annual Meetings. The first annual meeting of the Association was held January 3, 1999. Subsequent annual meetings of the Association shall be held on the first Saturday of May each succeeding year. At such meetings there shall be elected by ballot of the Owners a Board in accordance with the requirements of Section 5 of Article IV of these Bylaws. At the annual meeting, the Board shall present an audit of the common expenses, itemizing receipt and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting. The Owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by owners having one-third (1/3) of the total votes and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

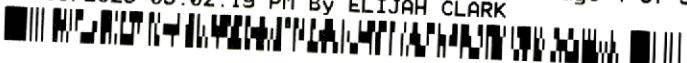
Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each Owner of record, at least thirty (30) but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section 6. Adjourned Meetings. In the event that a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of Section 5 hereof, and at the meeting the presence of Owners holding in excess of thirty percent (30%) of the total votes

⁷ "Manager" is defined in Article IV, § 4 of these Bylaws.

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shall constitute a quorum for the transaction of business; but in the event a quorum is not present at the meeting, the Owners present, though less than a quorum, may give notice to all the Owners in accordance with Section 5 of an adjourned meeting, and, at that meeting, whatever Owners are present shall constitute a quorum. Unless otherwise expressly provided in these Bylaws, any action may be taken at any meetings of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided for above.

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

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meetings.
- (d) Report of officers.
- (e) Report of Committees.
- (f) Election of inspector of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board composed of not less than three (3) persons, all of whom must be Owners of Units in the Project.

Section 2. Powers and Duties. 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 or by these Bylaws directed to be exercised and done by the Owners.

Section 3. Other Duties.

1. Authority of the Board. The Board, for the benefit of the Project, including the Units and Owners, shall enforce the provisions hereof and shall acquire and pay for, out of the common expense fund hereinafter provided, the following;
 - (a) Water service, sewer service, garbage collection, electrical, telephone, gas, internet, fiber, and other utility service deemed reasonable or necessary by the Board for the Common Area (and to the extent not separately metered or charged for the Units);
 - (b) A policy or policies of fire insurance as the same are more fully set forth in paragraph L of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the units and Common Area, payable as provided in paragraph I of the Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners, and their mortgagee, as their respective interests may appear, which said policy or

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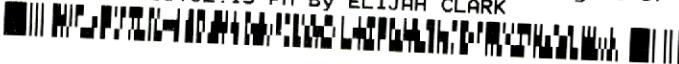
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policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit if any;

- (c) A policy or policies as the same are more fully set forth in paragraph L in the Declaration insuring the Board, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common Area, and their invitees, or tenants), incident to the ownership and/or use of the Project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects, his, her or their action against another named insured;
- (d) Workman's compensation insurance to the extent necessary to comply with any applicable laws;
- (e) The services of a Manager, to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Project, including the Common Area, whether such personnel are employed directly by the Board or are furnished by the Manager;
- (f) Legal and accounting services necessary or proper in the operation of the Project, including the Common Area, and the enforcement of the Declaration and other Governing Documents of the Association;
- (g) A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Owners as obligees, for the first year in an amount at least equal to twenty-five percent (25%) of the estimated cash requirement for that year as determined under Section 3 hereof, and for each year thereafter in an amount at least equal to twenty-five percent (25%) of the total sum collected through the common expense fund during the preceding year;
- (h) Maintenance and repair of all Common Area utilities including:
 - (1) Electrical service, whether above or underground.
 - (2) All on-site water pipes serving the Project and all plumbing serving common walls in the Condominium Building.
 - (3) Septic system, including pumping out of septic tanks and maintenance and repair.
- (i) Painting, maintenance, and repair and all landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;
- (j) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, snow removal, taxes or assessments which the Board is

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required to secure or pay for pursuant to the terms of the Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units;

(k) Maintenance and repair of any Unit, is such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area or preserve the appearance and value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair.

The Board power hereinabove enumerated shall be limited in that they shall have no authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for purposes of replacing portions of the Common Area, subject to all the provisions of this Declaration) having a cost in excess to Two Thousand Dollars (\$2,000.00) except as expressly provided herein.

(l) The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

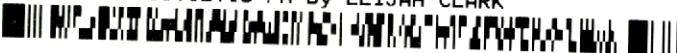
The Board shall not be liable for any failure to water supply or other service to be obtained and paid for by the Board hereunder, or for injury or damage to a person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Board. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Each member of the Board shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the, or any settlement thereof, whether or not he is a member of the Board at the time such expenses are incurred, except in such cases wherein the member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only if the Board approves such settlement and reimbursement as being for the best interest of the Board.

Section 4. Manager. The Board may employ for the Association a person or firm to manage the Association's affairs ("Manager") at a compensation established by the Board to perform

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such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of at least one director shall be fixed for two (2) years. The term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual Owners meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting of the Owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and notice shall be provided to the newly elected Directors in order legally to constitute such meeting.

Section 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, 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 member of the Board, personally or by mail, e-mail, telephone or telegraph, or email, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each member of the Board, given personally or by mail, e-mail, telephone or telegraph, 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 President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board Quorum Requirement. At all meetings of the Board, a majority of the members of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Board present at a meeting at which a quorum is present

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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 any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 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.

ARTICLE V OFFICERS

Section 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 and from the Board. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgement may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board at the organization meeting or each new Board and shall hold office at the pleasure of the Board.

Section 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 successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including but not limited to the power to appoint committees from among the Owners from time to time as the President may in the President's discretion decide is appropriate to assist in the conduct of the affairs of the Association.

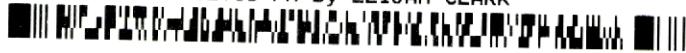
Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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 depositaries as may from time to time be designated by the Board.

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ARTICLE VI OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All Owners are obligated to pay monthly assessments imposed by the Association to meet all Project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made according to the pro rata percentage ownership of each Unit in the Common Area as set forth in the Master Deed and Exhibit B to the Declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund.

- (a) Within thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the percentages set forth in the schedule in Exhibit "B" to the Declaration. If said sum estimated proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. An initial assessment of One Hundred Seventy-Five Dollars (\$175.00) shall be assessed each owner, due and payable, upon conveyance of title. The amount so paid shall be used by the Board for the purpose of establishing a general operating reserve fund for use in connection with the management and operation of the Project;
- (b) All funds collected hereunder shall be expended for the purpose designated herein;
- (c) The omissions by the Board before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions herein, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit;
- (d) The Manager or Board shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner at convenient hours of week days.

Section 2. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the Project in its entirety or in a part belonging to

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other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender;

- (b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps; and all other accessories belonging to the Unit area shall be at the Owner's expense;
- (c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Area damages through his fault.
- (d) After reasonable notice to the occupant of the Unit being entered, the Manager or Board may access a Unit from time to time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any of the Common Area or for making emergency repairs. The Association is liable to repair damage it causes to the Common Area or to a Unit the Association uses to access the Common Area within a time that is reasonable under the circumstances.

Section 3. Use of Family Units – Internal Changes.

- (a) All Units shall be utilized for residential purposes only;
- (b) An Owner shall not make structural modifications or alterations in his Unit or installations located therein without previously notifying the Association in writing, through the Manager, if any, or through the President of the Board, if no Manager is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Area.

- (a) An Owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other Project areas and Common Area of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for not other purpose than for normal transit through them.

Section 5. Right of Entry.

- (a) An Owner shall grant the right of entry to the Manager or to any other person authorized by the Board of the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not;
- (b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No Owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests;

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- (b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board;
- (c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area;
- (d) No sign of any kind shall be displayed to the public view or on or from any Unit or the Common Area, except a suitable sign advertising the existence of said Unit, without the prior consent of the Board. In general, approval will only be given to individual Owners for signs identifying their Units. The size, type and color of the proposed signage must be approved by the Board and mounted in accordance with any specifications provided by the Board. Notwithstanding this, the Board's ability to regulate signage shall be subject to the following:
 - a. Religious and Holiday Signs.
 - i. The Association may not abridge the rights of a Unit Owner to display a religious or holiday sign, symbol, or decoration inside the Owner's Unit.
 - ii. Notwithstanding Subsection (a)(i) above, the Association may adopt, by rule, a reasonable time, place, and manner restriction with respect to a display that is visible from the exterior of a Unit.
 - b. For-Sale Signs and Political Signs.
 - i. The Association may not (A) prohibit a Unit Owner from displaying in a window of the Owner's Unit: (1) a for-sale sign; or (2) a political sign; (B) regulate the content of a political sign; or (C) establish design criteria for a political sign.
 - ii. Notwithstanding Section (b)(i) above, the Association may, by rule, reasonably regulate the size and time, place, and manner of posting a for-sale sign or a political sign.
- (e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board;
- (f) Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board;
- (g) There shall be no violation of rules for the use of the Common Area adopted by the Board and furnished in writing to the Owners, and the Board is authorized to adopt such rules;
- (h) Modifications of any kind to the exterior of any building, either to the structure or the appearance thereof, including but not limited to awnings, sun shade, balcony covers, balcony enclosure, fences, air conditioning, service fans, window guards, flags, or landing may not be made without approval of the Board;
- (i) No clothes or other materials can be hung from the windows or any part thereof, draped from a balcony, railing, or fence, or otherwise shown without reasonable discretion upon the part of the Owner;

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- (j) Tools, sporting goods, cooking equipment, bicycles and other personal articles and equipment must be kept within the Unit, or in the Owner's private storage area;
- (k) Unit Owners may have planter boxes on their balconies for the purpose of growing flowers. However, no hanging vines or growth is permitted outside the balcony area;
- (l) All television and radio antennae are not to be attached permanently onto the building. All television and radio antennae to be mounted must be approved by the management and mounted in accordance with management specifications. If there is a master television antenna or community type system installed or otherwise provided, all Unit Owners will remove all temporary antennae, regardless of whether there is a charge for hookup and/or utilization of the community antenna system.
- (m) There shall be no use of common green areas except for uses which do not injure or scar the Common Area of the vegetation thereon; increase the maintenance thereof; or cause unreasonable embarrassment, disturbance, or annoyance to Owners in their enjoyment of the common green areas;
- (n) There shall be no fires for any purpose whatever on any part of the Common Area. There shall be no large outdoor barbeques used without express consent of the management;
- (o) Common green areas may be used for such temporary outdoor activities as dining, skating, art show, exhibits, etc., but shall require prior approval from the management, and such use must be such as will not permanently alter or materially injure the landscape or appearance of the common green;
- (p) Owners shall be held responsible for the actions of their children and their guests;
- (q) All boats, trailers and campers are to only be parked in areas expressly designated by the Board or Manager;
- (r) All vehicles shall be restricted to designated roads, service areas, and parking areas;
- (s) No Units shall be used for any business or commercial purpose without prior approval of management, but this will not be construed to preclude corporate ownership;
- (t) No offensive activities shall be carried on in the Unit, nor anything be done or placed within the Units which may be a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other Owners or the public; None of the rights and obligations of the Owners created herein, or by the Deed creating the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners;
- (u) Any Owner may delegate, subject to the above restrictions, his right to enjoyment to the Common Area to the members of his family, his tenants, or contracts purchasers who reside on the property.

The failure of the Board or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect.

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The receipt by the Board or Management of any assessment from an Owner, with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or Manager.

ARTICLE VII AMENDMENTS TO PLAN OF UNIT OWNERSHIP

Section 1. Bylaws. These Bylaws may be amended by the Association upon approval of Owners representing not less than sixty percent (60%) of the total voting power of the Owners as set forth in the Master Deed and Exhibit B to the Declaration.

ARTICLE VIII MORTGAGES

Section 1. Notice of Association. An Owner who mortgages the Owner's Unit shall notify the Association through the Manager, if any, or the President or Secretary, the name and address of the Owner's mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a Mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

Section 3. Right of First Refusal to Purchase Unit. If any Owner ("Selling Owner") receives a bona fide offer ("Offer") from a third party to purchase their Unit, any other Owner within the Association, including Owner's Affiliate⁸ (herein an "Eligible Owner") shall have the right of first refusal ("ROFR") to purchase the Unit on the same terms and conditions as the Offer. In any such instance, the remaining Owners shall be given written notice of the Offer, together with an executed copy of the Offer (the "Notice of Offer"). Said notice requirement shall be satisfied upon the Selling Owner providing the Notice of Offer to the Board in writing. The Board shall distribute the Offer to all Owners via e-mail or other fair and reasonable means of providing notice. The ROFR may only be exercised by an Eligible Owner. In order to exercise the ROFR, the Eligible Owner must notify the Selling Owner and the Board, which shall notify all other Owners, of the intent of the Eligible Owner to exercise the ROFR ("Election Notice"). If more than one Election Notice is submitted, the Selling Owner may elect which Election Notice to accept, or the Association shall establish a fair and equitable process, such as a lottery or priority based on tenure, to determine which Eligible Owner may proceed with the purchase of the Unit, which shall be upon the same terms and conditions as the Offer. Further, a downpayment or earnest money deposit which matches or exceeds the downpayment or deposit submitted in connection with the Offer must be provided to the Selling Owner by the Eligible Owner exercising the ROFR. Said downpayment or deposit must be submitted within fifteen (15) calendar days (excluding holidays) after the Selling Owner delivers the Notice of

⁸ An "Owner's Affiliate" means (i) an Owner's spouse, children, parent, sibling, grandchild, domestic partner, parent-in-law, and the equivalent relatives of an Owner's domestic partner; or (ii) any legally recognized entity in which the Owner has a controlling interest.

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Offer to the Board. In the event any Owner shall attempt to sell their Unit without providing the other Owners with the ROFR herein provided: (1) any such sale consummated shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser; and (2) the Selling Owner shall be subject to a fine or charge of \$5,000.00. Should the Selling Owner fail to pay said fine or charge prior to consummating the sale of the Owner's Unit, the Board may cause a lien to be recorded against the Unit. In no case shall the ROFR reserved herein affect the right of an Owner to subject the Owner's Unit to a trust deed, mortgage or other security instrument.

The failure of or refusal by the Owners to exercise the ROFR to purchase shall not constitute or be deemed to be a waiver of such right to purchase when an Owner receives any subsequent Offer from a prospective purchaser.

In the event of any default on the part of any Owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed for the first mortgagee in lieu of such foreclosure, shall not be subject to this Section. However, the purchaser (or grantee under such deed in lieu of foreclosure) of such Unit shall be subject to the provisions of the Declaration and Governing Documents of the Association. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall then be the holder of the first mortgage, or its nominee, said holder or nominee may thereafter sell and convey the Unit free and clear of the provisions of this Section but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interests to a devisee by will or heirs at law under intestacy laws shall not be subject to the provisions of this Section.

If an Owner of a Unit can establish to the satisfaction of the Board that a proposed transfer is not a sale, then such transfer shall not be subject to the provisions of this Section.

By purchasing a Unit within the Project, each Owner acknowledges and agrees to the terms of this Right of First Refusal/ROFR.

In the event any portion of this Section is found to be void or unenforceable by a court of competent jurisdiction, such portion shall be of no force or effect, but the remainder of this Section shall continue in full force and effect.

ARTICLE IX COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Act. In the event of a conflict between the Bylaws and the Act, the Act shall prevail.

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ARTICLE X MISCELLANEOUS

Section 1. Temperature of Unit. No Owner shall allow their Unit to reach an internal temperature of less than fifty-five (55) degrees Fahrenheit at any time during the year.

Section 2. Continuity of Utility Services. Each Owner shall ensure that all utility services, including without limitation, water and power services, to their respective Unit remain continuous throughout the year. Under no circumstances shall any utility services to a Unit be temporarily or permanently ceased.

Section 3. Open Flame Cooking Devices. Excepting only propane grills, which are permitted, cooking or any other devices that use an open flame, including without limitation, charcoal grills and smokers, are strictly prohibited on any property that is subject to the jurisdiction of the Association.

Section 4. Violation of Governing Documents. The Board may levy fines against an Owner in violation of any provision of these Bylaws or any other Governing Documents, which fine may be collected as an assessment as provided in these Bylaws and the Declaration. The Board may adopt a fine schedule and may amend said fine schedule from time to time. Further, the Association shall have the right to enforce payment of fines as described in Paragraph F of the Declaration.

Section 5. Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

Reserve fund money means money to cover: (a) the cost of repairing, replacing, or restoring Common Area that has a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general budget or other funds of the Association; or (b) a shortfall in the general budget, if: (i) the shortfall occurs while a state of emergency, declared in accordance with Utah Code § 53-2a-206, is in effect; (ii) the geographic area for which the state of emergency is declared extends to the entire state; and (iii) at the time the money is spent, more than ten percent (10%) of the owners that are not Board Members are delinquent in the payment of assessments as a result of events giving rise to the state of emergency.

Within forty-five (45) days after the day on which the Association adopts the annual budget, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the allocated voting interests at a special meeting called by the Owners for the purposes of voting

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whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

The Board may not use reserve fund money for any purpose other than the purpose for which the reserve fund was established, including daily maintenance expenses, unless a majority of owners vote to approve the use of reserve fund money for that purpose.

The Association shall maintain a reserve fund separate from other Association funds.

Section 7. Administration of Funds. The Association shall keep all Association funds in an account in the name of the Association and may not commingle the Association's funds with the funds of any other person.

Section 8. Manner of Giving Notice. The Association may provide notice to Owners pursuant to any means provided by Utah Code § 16-6a-103, including orally or by electronic means, text message, email, or the Association's website, except that an Owner may, by written demand, require the Association to provide notice to that Owner by mail. Any notice required to be given shall be deemed effective and received upon the earlier to occur of the following:

- (a) When sent by facsimile, notice is effective and deemed received when the sender receives a facsimile acknowledgment confirming delivery of the facsimile.
- (b) When mailed by first-class mail and addressed to the most recent address of the recipient according to Association's records, notice is effective and deemed received at the earliest of the following: (i) when received, (ii) five (5) days after it is mailed, or (iii) on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.
- (c) When sent via electronic means such as an e-mail, text message, or similar electronic communication, notice is effective and deemed received within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender.
- (d) When posted on the Association's website, notice is effective and deemed received seventy-two (72) hours after it was posted.
- (e) When hand delivered, notice is effective and deemed received immediately when delivered.
- (f) When notice is given orally, notice is effective and deemed received when communicated if the communication is comprehensible.
- (g) When delivered by other means, notice is effective and deemed received upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

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IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Amendment on this 2 day of June, 2025 and hereby certify that this Amendment was approved at a duly constituted meeting for the purpose of amending the Bylaws and was approved by no less than 67% of the total voting power of the Owners.

**SNOWSHOE VILLAGE HOMEOWNERS
ASSOCIATION, INC.**, a Utah nonprofit corporation

By: Randy Delcore
Its: President

STATE OF UTAH

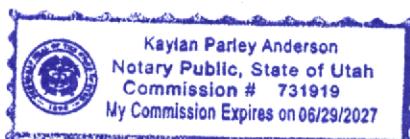
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COUNTY OF Iron

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On this 2nd day of June, 2025, personally appeared before me Kaylan Anderson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of Snowshoe Village Homeowners Association, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



Kaylan Anderson
Notary Public

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SNOWSHOE VILLAGE HOMEOWNERS
ASSOCIATION, INC., a Utah nonprofit
corporation

By: Randy DeLeone
Its: Secretary

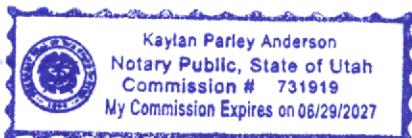
STATE OF UTAH

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COUNTY OF Iron

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On this 2nd day of June, 2025, personally appeared before me
Kaylan Anderson, whose identity is personally known to me or proved to me on the basis of
satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the Secretary
of Snowshoe Village Homeowners Association, Inc., a Utah nonprofit corporation, and that the
foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws,
Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed
the document on behalf of the Association and for its stated purpose.



Kaylan Anderson
Notary Public

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**RULES FOR: (1) ENFORCING THE GOVERNING DOCUMENTS; (2) FINES; AND (3)
FEE SCHEDULE**

**Snowshoe Village Homeowners Association, Inc.
(A Condominium Community)**

WHEREAS, the Board¹ of Snowshoe Village Homeowners Association, Inc. (“Association”) has the responsibility to enforce the provisions of the Association’s Governing Documents (defined below) in order to preserve and enhance the appearance, appeal, and overall value of Association property.

WHEREAS, the Association seeks to adopt a complaint driven policy of enforcement and strongly encourages Unit Owners to informally attempt to resolve any complaints with their neighbors before formally filing a complaint with the Board.

WHEREAS, one enforcement tool is the ability of the Association to levy fines for violations of the Association’s Articles of Incorporation, Subdivision Plat, Declaration, Bylaws, Board Resolutions, and Rules and Regulations, and any other written instrument defined as a governing document under Utah Code § 57-8-3 (collectively referred to as “Governing Documents”), as such Governing Documents may be amended.

WHEREAS, when used properly, the levy and collection of fines is an efficient tool for encouraging compliance with the Governing Documents. In addition, levying fines is much more cost effective than the alternative of enforcement through the judicial system. However, at times it may be more beneficial to the Association and its members to proceed with corrective action as provided for in the Declaration or judicial action in addition to, or in lieu of, fines.

WHEREAS, under Utah Code §57-8-8.1, the Association may impose and receive any payment, fee, or charge for: (i) the use, rental, or operation of the common areas, except limited common areas and facilities; and (ii) a service provided to a unit owner; (iii) impose a charge for a late payment of an assessment; or (iv) provide for the indemnification of the association of unit owners' officers and management committee consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

WHEREAS, at a Board meeting of the Association held on _____, 20____, which meeting was called pursuant to Utah Code § 57-8-8.1, the following rules for: (1) enforcing the Governing Documents; (2) fines; and (3) fee schedule (collectively referred to hereafter as the “Rules”) were adopted.

NOW THEREFORE, the following Rules are hereby adopted:

¹ “Board” or “Board of Directors” shall have the meaning as defined in (i) the Declaration; and (ii) the Act

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I. ENFORCEMENT POLICY

1. Owners shall be responsible for the improper actions or damages caused by themselves, their residents, tenants, guests, and other invitees. Furthermore, pursuant to Utah Code § 57-8-8.1(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the Governing Documents by the tenant.

2. Fines will only be made for violations of rules and covenants, conditions, or restrictions contained in the Association's Governing Documents.

3. If two (2) Unit Owners each separately submit a written complaint against another Unit Owner to the Board within a thirty (30) consecutive day period – or such longer time as the Board may determine is appropriate under the circumstances – then the Board shall conduct a formal review of the matter.

4. In addition to individual Unit Owners being able to file complaints, the Board may also file complaints in its capacity as the Association's Board by a majority vote of the Board, provided a quorum is present.

5. If one (1) or more complaints are signed by Unit Owners, dated, and sufficiently clear and credible in the establishment of probability that a Unit Owner has committed or is committing a violation of the Association's Governing Documents, or if a complaint is filed by the Board, the Board may send a "friendly reminder" to the Unit Owner or, at the Board's election, may send a "warning letter" under the Fine Policy below.

6. If the "friendly reminder" or "warning letter" is not timely complied with, the Board may take such further enforcement action as it deems appropriate under the Association's Governing Documents.

7. Under Utah Code § 57-8-10.7, the Board may use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including: (i) whether to compromise a claim made by or against the Board or the Association; and (ii) whether to pursue a claim for an unpaid assessment. The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) (A) a technical violation has or may have occurred; and (B) the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (iv) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.

If the Board decides to forego enforcement, the Association is not prevented from later taking enforcement action. Moreover, this Section does not govern whether the Association's

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action in enforcing a provision of the Governing Documents constitutes a waiver or modification of that provision.

8. This Enforcement Policy does not apply to collection of assessments, actions for injunctive relief, or actions or remedies pursued by the Association for the protection of the health, welfare, and safety of the properties within the Association's jurisdiction.

II. FINE POLICY

A. Schedule of Fines.

1. **General Schedule of Fines.** Fines will be assessed for any violation or non-compliance with the Association's Governing Documents as specifically provided for in the General Schedule of Fines as set forth in **Exhibit A** hereto.

2. **Establishment of a Violation.** Any violation of the Governing Documents of the Association is subject to a fine as provided for in these Rules.

3. Violation Notices.

a. **Initial Reminder Notice.** Upon indication by (i) at least one Unit Owner of the existence of the probability of a violation of the Governing Documents, or (ii) a complaint from a Board member, the Board or its agent, may, but is not required to, issue a "friendly reminder" (otherwise known as the "Initial Reminder Notice") by way of phone call, email, letter, or door hanger, which will notify the recipient of the following:

- (i) The nature, description, and location of the violation;
- (ii) Contact information and reference information on the provisions of the Governing Documents being violated, in the event that the Owner or tenant may simply be unaware that the noted problem is in fact considered a violation; and
- (iii) A pleasant request to remedy the violation within the time requested by the Board.

b. **Written Warning.** Upon verification of the probability of a violation, and whether or not an "Initial Reminder Notice" has been sent, the Board or its agent shall cause to be sent to the Owner – prior to assessing a fine – a written warning that the violation exists ("Written Warning"). The Written Warning must include the following:

- (i) A description of the violation;

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- (ii) A statement of the rule or provision of the Governing Documents that the Owner's conduct violates;
- (iii) If the violation is a continuing violation, a statement of the time that is not less than forty-eight (48) hours after the day on which the Board gives the Owner the Written Warning by which the Owner shall cure the violation. A "continuing violation" is one that continues without interruption for a period of twenty-four (24) consecutive hours or more.
- (iv) For violations that are not a continuing violation, a statement that the Board may, in accordance with Utah Code § 57-8-37 and the provisions of this Fining Procedure, assess fines against the Owner if the Owner commits the same violation within one (1) year after the day on which the Board assesses the initial fine against the Owner.

c. Date Notice Deemed Given. Any notice sent pursuant to this Fine Policy is effectively deemed given and received when delivered by one (1) or more of the following means:

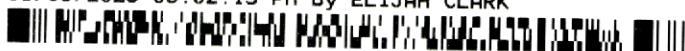
- (a) when sent by facsimile, the notice is deemed when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed at the earliest of the following: (a) when received; (b) five (5) days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;
- (c) If the Association has a provision in its Governing Documents for electronic communications with its members, then when sent via electronic means such as an e-mail, text message, or similar electronic communication, the notice is deemed within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) If the Association has a provision in its Governing Documents for electronic communications with its members, then when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed effective immediately upon delivery; or
- (f) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

d. Failure to Comply/Basis for Initial Fine. Failure to comply with the Written Warning will result in one or more of the following (which shall be cumulative and not exclusive):

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- (i) For non-continuing violations, a fine will be issued against the Owner if within one (1) year after the day on which the Board gives the Owner a Written Warning described above, another violation of the same rule or provision identified in the Written Warning. The fine will be deemed issued, without further warning, by sending a subsequent notice to the Owner that the same or similar violation has occurred and the fine is assessed.
- (ii) For a continuing violation, a fine will be issued against the Owner if the violation is not cured within the time period stated in the Written Warning described above. The initial fine will be deemed issued, without further warning, by sending a subsequent notice to the Owner that the violation was not cured within the time provided in the warning letter. Fines for continuing violations will run beginning the day following the date the violation was to be cured. Additional fines will be deemed issued without further notice every ten (10) days the violation continues after the day on which the Association assesses the initial fine.
- (iii) In lieu of and without fining, the Association may, upon following the procedures in the Governing Documents, correct the violation and levy an assessment and record a lien against the Owner's Unit as may be permitted under the Association's Declaration.
- (iv) Any other remedy under law, or at equity, including equitable or injunctive relief.

e. Subsequent Additional Fines Without Warning. After the Board assesses a fine against an Owner, the Board may, without further warning to the Owner, (i) assess an additional fine according to **Exhibit A** against the Owner each time the Owner commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses an initial fine for a violation of the same rule or provision; or (ii) assess an additional fine according to **Exhibit A** against the Owner each time the Owner allows a violation to continue (a continuing violation) for ten (10) days after the day on which the Board assesses the initial fine. As to a continuing violation, the Board may only assess a subsequent additional fine every tenth (10th) day following the previous fine.

f. Interest and Late Charges. Interest and late charges will accrue on fines at the same rate as provided for assessments in the Declaration. If an Owner timely requests a hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives a final decision.

4. **Hearing Before Board**. An Owner who is assessed a fine may request an informal hearing before the Board to dispute the initial fine and each additional fine within thirty (30) days after the day on which the Owner receives notice that the initial fine has been assessed. The Owner will be given a reasonable opportunity to present the Owner's position to the Board. An Owner,

Rules for: (1) Enforcing the Gover
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Board member, or any other person involved in shall be afforded the right to participate by means of electronic participation.

5. **Appeal to Court.** An Owner may appeal a decision by the Board that the Owner has violated the Governing Documents by initiating a civil action within one hundred and eighty (180) days after (i) if the Owner timely requests an informal hearing, the day on which the Owner receives a final decision from the Board; or (ii) if the Owner does not timely request an informal hearing, the day on which the time to request an informal hearing expires.

6. **Assessment.** A fine may be levied as an assessment against the Unit of the Owner after the time for appeal to the Courts has expired.

B. Delegation. A Board may delegate the Board's rights and responsibility to a managing agent. However, the Board may not delegate the Board's rights or responsibilities concerning the holding of a hearing.

C. Referral to Legal Counsel. Where a violation is determined to exist, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

D. Cure of Violation During Enforcement. An Owner may correct a violation at any time during the pendency of any procedure prescribed by these Rules. Upon verification that the violation has been corrected, the violation will be deemed resolved, but the Owner will remain liable for all costs and fines.

E. Utah Code. All fines set forth in these Rules shall be levied in accordance with Utah Code § 57-8-37, as such may be amended from time to time.

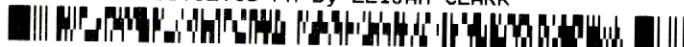
F. Conflicts. To the extent any conflict exists between these Rules and any law, statute, or governmental ordinance or any provision of the Declaration, then the provisions of the law, statute, ordinance or the Declaration, shall govern and take precedence over the provisions of these Rules.

G. Exceptions to General Schedule of Fines. Notwithstanding the General Schedule of Fines as provided above, the following violations will be subject to the fines specified below:

1. **Declaration & Bylaws Fines.** Fines set forth in the Declaration (CC&Rs) and Bylaws, as amended.

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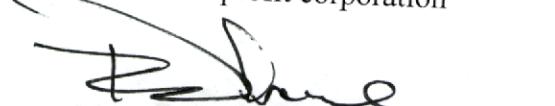


III. FEE SCHEDULE

1. General Schedule of Fees. Fees will be assessed for each item specifically provided for in the General Schedule of Fees as set forth in Exhibit B hereto.

Adopted on this 2 day of June, 2025 by a majority or more of the Association's Board.

**SNOWSHOE VILLAGE HOMEOWNERS
ASSOCIATION, INC.,**
a Utah nonprofit corporation


By: Randy G. Delcore
Its: President

STATE OF UTAH)

: ss

COUNTY OF IRON)

On this 2nd day of June, 2025 before me Kayla Anderson who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Randy G. Delcore of Snowshoe Village Homeowners Association, Inc., a Utah nonprofit corporation, and that he/she executed the foregoing Notice of Right of First Refusal for Snowshoe Village Homeowners Association, Inc., on behalf of said corporation by authority of a resolution of its Management Committee, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated herein.





Notary Public

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Exhibit A
(SCHEDULE OF FINES)

A. Fines for Continuing Violations. Fines for continuing violations shall be grouped into two categories: (i) continuing violations involving architectural standards, occupancy, or rental restrictions and those that, in the sole discretion of the Board, involve safety of persons or property; and (ii) all other continuing violations. The fines for category (i) and category (ii) violations shall be as follows:

1. Category (i)

- (A) Initial fine: \$500
- (B) Additional fines: \$100 for each consecutive 10 days the violation continues

2. Category (ii)

- (A) Initial fine: \$25
- (B) First additional fine: \$50 if the violation continues for 10 days after the initial fine
- (C) Further Additional fines: \$100 for each consecutive 10 days the violation continues after the First additional fine

B. Fines Other Than Continuing Violations. Fines for violations that are not continuing violations shall be as follows:

- 1. Initial fine: \$25
- 2. First additional fine: \$50
- 3. Further additional fines: \$100 each

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Recorded at the request of:
Snowshoe Village Homeowners Association, Inc.

**Record against the Property
described in Exhibit A**

After Recording mail to:
Jenkins Bagley Sperry, PLLC
Attn: Carson B. Bagley
285 W. Tabernacle, Ste 301
St. George, UT 84770

**NOTICE OF RIGHT OF FIRST REFUSAL
FOR
SNOWSHOE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

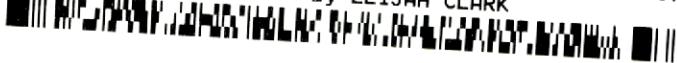
Please take notice that the real property described in **Exhibit A** is subject to the Right of First Refusal (the "ROFR") described in the Amended and Restated Bylaws of Snowshoe Village Homeowners Association, Inc., recorded with the Iron County Recorder's Office as Entry No. _____ ("Amended Bylaws").

In the event that any Owner¹ shall attempt to sell their Unit without providing the other Owners with the ROFR set forth in Amended Bylaws: (1) any such sale consummated shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser; and (2) the Selling Owner shall be subject to a fine or charge of \$5,000.00. Should the Selling Owner fail to pay said fine or charge prior to consummating the sale of the Owner's Unit, the Board may cause a lien to be recorded against the Unit.

[Signature page follows]

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¹ Terms not defined herein shall have the meaning provided in the Enabling Declaration Establishing a Plan for Condominium Ownership recorded with the Iron County Recorder's Office on December 10, 1974 as Entry No. 175891 (the "Declaration") or the Amended Bylaws.

DATED this 2 day of June, 2025.

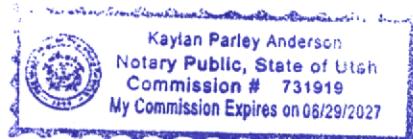
SNOWSHOE VILLAGE HOMEOWNERS ASSOCIATION, INC.

a Utah nonprofit corporation

By: Randy Delcore
Its: President

STATE OF UTAH)
: ss
COUNTY OF IRON)

On this 2nd day of June, 2025 before me Kaylan Anderson who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Randy G. Delcore of Snowshoe Village Homeowners Association, Inc., a Utah nonprofit corporation, and that he/she executed the foregoing Notice of Right of First Refusal for Snowshoe Village Homeowners Association, Inc., on behalf of said corporation by authority of a resolution of its Management Committee, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated herein.



Kaylan Anderson
Notary Public

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Ownership Report (PDF)

Account No Parcel	Parcel No	District Acres	Owner	Situs
Legal				
0031887	A-1144-0001-0005	11 0	KRAWCIW/DRAGAN LIVING TRUST 1846 WEST CANYON VIEW DR #611 SAINT GEORGE, UT 84770	241 N HWY 143 #5-B
0031903	UNIT 2, BLDG 5, SNOWSHOE VILLAGE, PHASE I. A-1144-0001-0005-01	11 0	KORDEL DEVELOPMENT L C 1335 NORTHFIELD RD #200 CEDAR CITY, UT 84721	241 N HWY 143 #1-A
UNIT 1, BLDG 1, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0031929	A-1144-0001-0005-02	11 0	KORDEL DEVELOPMENT L C 1335 NORTHFIELD RD #200 CEDAR CITY, UT 84721	241 N HWY 143 #1-B
UNIT 2, BLDG 1, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OF OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0031945	A-1144-0001-0005-03	11 0	ACKERMAN SASHA 3126 BEL AIR DRIVE LAS VEGAS, NV 89109	241 N HWY 143 #2-A
UNIT 1, BLDG 2, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.50% OF OWNERSHIP INT IN COMMON AREAS & FACILITIES.				
0031960	A-1144-0001-0005-04	11 0	GOUGEON MARC L 9017 STARMOUNT DR LAS VEGAS, NV 89134	241 N HWY 143 #2-B
UNIT 2, BLDG 2, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OF OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0031986	A-1144-0001-0005-05	11 0	SNOWSHOE 3A TRUST 3225 MC LEOD DR LAS VEGAS, NV 89121	241 N HWY 143 #3-A
UNIT 1, BLDG 3, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OF OWNERSHIP INT IN COMMON AREA & FACILITIES; SEC 2,T36S,R9W, SLM.				
0032000	A-1144-0001-0005-06	11 0	NICHOLAS RICHARD W J/T 6636 WATER CROSSING AVE LAS VEGAS, NV 89131	241 N HWY 143 #3-B
UNIT 2, BLDG 3, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.50% OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0032026	A-1144-0001-0005-07	11 0	MC CAFFERTY CHARLES R III J/T 368 VIEWMONT DR HENDERSON, NV 89015	241 N HWY 143 #4-A
UNIT 1, BLDG 4, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.50% OWNERSHIP INT IN COMMON AREAS & FACILITIES.				
0032042	A-1144-0001-0005-08	11 0	THOMPSON LAURIE LANG/JEFFERY LEE J/T 677 N SKY MOUNTAIN BLVD HURRICANE, UT 84737	241 N HWY 143 #4-B
UNIT 2, BLDG 4, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.8% OF OWNERSHIP INT IN COMMON AREAS & FACILITIES.				
0032067	A-1144-0001-0005-09	11 0	STEWART FAMILY TRUST 42 OAKCLIFF DRIVE LAGUNA NIGUEL, CA 92677	241 N HWY 143 #5-A
UNIT 1, BLDG 5, SNOWSHOE VILLAGE, PHASE I.				
0032083	A-1144-0001-0005-11	11 0	SEMM HOLDINGS L L C 515 SOUTH 60 EAST HURRICANE, UT 84737	241 N HWY 143 #6-A
UNIT 1, BLDG 6, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OWNERSHIP INT IN COMMON AREAS & FACILITIES				

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Ownership Report (PDF)

Account No Parcel	Parcel No	District Acres	Owner	Situs
Legal				
0032109	A-1144-0001-0005-12	11 0	SYLVESTER JEFFREY/KIMBERLEE REVOCABLE LIVING TRUST 1508 FRENCH MERLOT CT LAS VEGAS, NV 89144-1128	241 N HWY 143 #6-B
UNIT 2, BLDG 6, SNOWSHOE VILLAGE, PHASE I; TOG W/ 6.5% OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0032125	A-1144-0001-0005-14	11 0	GOLD AARON/CORINNE J/T 67 008 KAHAONE PL WAIALUA, HI 96791	241 N HWY 143 #7-B
UNIT 2, BLDG 7, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.80% OWNERSHIP INT IN COMMON AREAS AND FACILITIES.				
0032141	A-1144-0001-0005-15	11 0	WEBSTER BRADFORD/PAULINE K RUECKL J/T 8408 BAYCREST DR LAS VEGAS, NV 89128	241 N HWY 143 #8-A
BLDG 8, UNIT 1, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.80% OWNERSHIP IN COMMON AREAS AND FACILITIES; SEC 2,T36S,R9W, SLM.				
0032166	A-1144-0001-0005-16	11 0	JKAMM L L C 7955 NW 12 ST STE 12 DORAL, FL 33106	241 N HWY 143 #8-B
UNIT 2, BLDG 8, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.80% OWNERSHIP INT IN COMMON AREAS & FACILITIES.				
0032182	A-1144-0001-0005-17	11 0	GOLD AARON REID/CORINNE J/T 67-008 KAHAONE PL WAIALUA, HI 96791	241 N HWY 143 #7-A
UNIT 1, BLDG 7, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.8% OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.				
0032208	A-1144-0001-0005-18	11 0	241 N HWY 143 UNIT 9A TRUST 3225 MCLEOD DR STE #777 LAS VEGAS, NV 89121	241 N HWY 143 #9-A
UNIT 1, BLDG 9, SNOWSHOE VILLAGE, PHASE 1; TOG W/ 4.8% OWNERSHIP INT IN COMMON AREAS & FACILITIES.				
0032224	A-1144-0001-0005-19	11 0	SNOWSHOE 9B L L C 3225 MCLOED DR SUITE 100 LAS VEGAS, NV 89121	241 N HWY 143 #9-B
UNIT 2, BLDG 9, SNOWSHOE VILLAGE, PHASE I; TOG W/ 4.8% OWNERSHIP INT IN COMMON AREAS & FACILITIES.				

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