



**BYLAWS OF  
SANCTUARY UTAH OWNERS ASSOCIATION, INC.**

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Directors of SANCTUARY UTAH OWNERS ASSOCIATION INC., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation. *THESE BYLAWS RELATE TO THE PROPERTY DESCRIBED IN AMENDED AND RESTATED DECLARATION RECORDED ON 1/9/19 AND AFFECT THE REAL PROPERTY ATTACHED HERETO, ITS EXHIBITS A-D.*

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.1. **Name.** The name of the nonprofit corporation is Sanctuary Utah Owners Association, Inc. hereinafter referred to as the "Association."

1.2. **Office.** The initial principal office of the Association shall be at 268 Main Street, Park City, Utah 84060.

**ARTICLE II  
DEFINITIONS**

2.1. **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Sanctuary Utah (hereinafter referred to as the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE III  
MEMBERS**

3.1. **Membership.** Each Owner, including Declarant, (whether an Owner of a Lot or a Shared Ownership Interest) shall be a member of the Association and shall have the voting rights as provided in the Declaration.

3.2. **Annual Meeting.** The annual meeting of Members shall be held on the third Saturday in April, beginning with the year following the year in which the Articles are filed, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.3. **Special Meetings.** Special meetings of the Members may be called by the Board of Directors, the President or upon the written request of Members holding not less than twenty percent (20%) of the votes of the Class A Membership, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President.

3.4. **Place of Meeting.** Meetings of the Association shall be held at suitable place in as may be designated from time to time by the Board of Directors and stated in the notice of the meeting.

3.5. **Notice of Meeting.** The Board of Directors shall cause written or printed notice of the time, place and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the address of the Association shall be deemed to be his or her registered address for purposes of notice hereunder.

3.6. **Members of Record.** Upon acquiring a Shared Ownership Interest in a Lot, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Shared Ownership Interest has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of a Lot shall be deemed to be the Members entitled to notice of and to vote at the meeting of the Members.

3.7. **Quorum.** At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, at least thirty percent (30%) of the votes of each class of Membership shall constitute a quorum for the transaction of business except as otherwise provided in the Declaration, these Bylaws and the Articles. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a date no later than fourteen days from the date of the originally scheduled meeting. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.8. **Proxies.** At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by his or her attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting.

The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9. **Voting Classes.** The Association shall have two classes of voting Memberships. Each Lot in the Community shall be allocated twelve (12) votes and each Shared Ownership Interest in a Lot shall be allocated one (1) vote, with votes allocated as follows:

**Class A** Class A Memberships shall be all Memberships except the Class B Memberships held by the Declarant and each Member shall be entitled to one vote for each Class A Membership held by the Member, subject to the authority of the Board to suspend the voting rights of the Member for violations of the Declaration in accordance with the provisions thereof.

**Class B** During the Period of Declarant Control, all matters coming before the Community Association for vote shall be decided by the vote of the Declarant as the sole Class B Member. Following the Period of Declarant Control, all Class B Memberships and all Class B votes shall cease to exist, and the Community Association shall be deemed to have a single class of Members and votes.

3.10. **Voting Mechanics.** With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one vote. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration or Utah law. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members. With respect to Shared Ownership Interests or Lots where Membership is held by more than one Person, such individuals or entities shall appoint and authorize one person or alternate persons to represent the Owners of such Lot or Shared Ownership Interest. With respect to Shared Ownership Interests in a Lot, one member of the Shared Ownership Committee of the Lot shall be designated as the Voting Member for the Lot and such Voting Member is responsible for casting any votes in the Association attributable to the Lot. All other provisions of the Declaration, with regard to qualifications and rights of Members and termination of Membership rights, are hereby incorporated herein by this reference.

3.11. **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present, shall be deemed waived if no objection is made at the meeting.

3.12. **Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the number of Members required by the Declaration, the Articles these Bylaws, or Utah law to approve a particular matter.

## ARTICLE IV BOARD OF DIRECTORS

4.1. **General Powers.** The property, affairs and business of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from law, the Articles or the Declaration, except such powers as are by law, by the Articles, by these Bylaws or by the Declaration vested solely in the Members. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, functions and powers as are properly delegable.

4.2. **Number, Tenure and Qualification.** The Board of Directors shall consist of no less than three (3) and nor more than five (5) Directors. During the Declarant Control Period, Declarant shall have the absolute power and right to appoint and remove the members of the Board, including filling any vacancies in the office of any Director. Upon termination of the Declarant Control Period, the Owners shall elect one Director for a term of three (3) years, one Director for a term of two (2) years and one Director for a term of one (1) year. At each annual meeting thereafter, the Owners shall appoint or elect, as the case may be, the number of Directors as is appropriate to replace those Directors whose terms have expired and to maintain staggered terms for the Directors for a term of three (3) years each. If the number of Directors is increased above three (3) after the termination of the Declarant Control Period, the additional Directors shall be elected to serve such terms so that, to the extent possible, a proportionate number of Directors are serving in staggered terms.

4.3. **Regular Meeting.** The regular annual meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and place, within Weber County or Salt Lake County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.4. **Special Meetings.** Special Meetings of the Board of Directors may be called by or at the request of any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Weber County or Salt Lake County, State of Utah, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Director at his or her registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Director may waive notice of a meeting.

4.5. **Quorum and Manner of Acting.** A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Directors. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.6. **Compensation.** No Director shall receive compensation for any services that he or she may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his or her duties as a Director to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Director.

4.7. **Resignation.** A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon receipt of notice by the Association.

4.8. **Vacancies and Newly Created Directors.** If vacancies shall occur in the Board of Directors by reason of the death or resignation of a Director, the Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the Directors then in office.

4.9. **Informal Action by Directors.** Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

## ARTICLE V OFFICERS

5.1. **Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board of Directors.

5.2. **Election, Tenure and Qualification.** The officers of the Association shall be chosen by the Board of Directors annually at the regular annual meeting of the Board of Directors. In the event of failure to choose officers at such regular annual meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular annual meeting of the Board of Directors or otherwise) shall hold his or her office until the next ensuing regular annual meeting of the Board of Directors and until his or her successor shall have been chosen and qualified, or until his or her death, or until his or her resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President shall be and remain a Director of the Association during the entire term of his or her office. No other officer need be a Director.

5.3. **Subordinate Officers.** The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Members or Directors of the Association.

5.4. **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, for or without cause.

5.5. **Vacancies and Newly Created Office.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6. **The President.** The President shall preside at meetings of the Board of Directors and at meetings of the Members. He or she shall sign on behalf of the Association all conveyances, mortgages, documents and contracts and shall do and perform all other acts and things that the Board of Directors may require of him or her.

5.7. **The Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

5.8. **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Board of Directors may require him or her to keep. The Secretary shall also act in the place and stead of the President in the event of the absence of both President and Vice President or their inability or refusal to act. He or she shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He or she shall perform such other duties as the Board of Directors may require of him or her.

5.9. **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. He or she shall perform such other duties as the Board of Directors may require of him or her.

5.10. **Compensation.** No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his or her duties as an officer to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as an officer.

## ARTICLE VI COMMITTEES

6.1. **Designation of Committees.** The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The Membership of each such committee designated hereunder shall include at least one Director. No committee member shall receive compensation for services that he or she may render to the Association as a committee member; provided,

further, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

**6.2. Proceedings of Committees.** Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

**6.3. Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

**6.4. Resignation and Removal.** Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any member of any committee designated by the hereunder.

**6.5. Vacancies.** If any vacancy shall occur in any committee designated by the Board of Directors hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

## ARTICLE VII SHARED OWNERSHIP COMMITTEE

**7.1. Purpose.** In addition to the committees described in Section 6, there is hereby established the Shared Ownership Committee for the purpose of managing the Shared Ownership Interests in each Lot. The Shared Ownership Committee shall exist so long as a Lot contains any Shared Ownership Owners. The Shared Ownership Committee shall have the duties and authority described in Section 18 of the Declaration.

**7.2. Membership.** The Shared Ownership Committee shall be composed of three (3) members representing the interests of the Shared Ownership Owners of a particular Lot. One (1) member of the Shared Ownership Committee shall be designated as the Voting Member for the Lot, who, as a member of the Association, is responsible for casting any votes in the Association, attributable to the Lot.

## ARTICLE VIII OBLIGATIONS OF MEMBERS

8.1. **Notice of Assessments.** The Board shall give notice of the Annual Assessment to each Owner of a Lot at least thirty (30) days prior to the beginning of each fiscal year, but the failure to give prior notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. With respect to Lots containing Shared Ownership Interests, the Board shall also give notice of the Shared Ownership Assessment which will be assessed against Shared Ownership Interests to cover the operation of the Shared Ownership Program. If the Board determines during any fiscal year that the funds budgeted for that fiscal year are, or will become, inadequate to meet all Community Expenses and/or Shared Ownership Expenses for any reason including, without limitation, nonpayment of Assessments by Members, it may levy additional Special Assessments.

8.2. **Special Assessments.** The Association may levy against each Lot and/or Shared Ownership Interest, in any fiscal year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Community Areas, including fixtures and personal property related thereto, or for the purpose of defraying other unanticipated expenses, including without limitation any shortfall caused by unpaid Assessments. Provided, however, that after the period of Declarant Control, any Special Assessment shall have the assent of fifty-one percent (51%) of the votes entitled to be cast by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

8.3. **Enforcement of Assessments.** If an Owner fails or refuses to pay an Assessment when due, the Board shall give written notice to the Owner informing him of the amount of the Assessment due, including any interest or late payment fee, notifying him that pursuant to applicable law, the right of access and use of Lot and the recreational facilities which constitute the Community Areas will be terminated if payment of the Assessment is not received within fourteen (14) days. The notice must also inform him that he has the right to request an informal hearing by submitting a written request to the Board within fourteen (14) days after the date on which the owner receives the notice. If a hearing is requested, the Association may not terminate the Owner's right to use the Lot or the recreational facilities until after the hearing is conducted and a final decision has been entered. After notice, if the Owner of a Lot or Shared Ownership Interest does not request a hearing within fourteen (14) days and fails to pay his or her Assessment, that amount constitutes a lien which the Board may record (the "Assessment Lien"). The Board may enforce the Assessment Lien by sale or nonjudicial foreclosure of the Owner's interest in his or her Lot or Shared Ownership Interest. In addition to the foregoing remedies, the Board may suspend an Owner's right to use or occupy the Lot, if such Owner fails or refuses to pay an Assessment when due.

## ARTICLE IX INDEMNIFICATION

9.1. **Indemnification of Third Party Action.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or



completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as an employee or agent of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

9.2. **Indemnification of Association Action.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as an employee or agent of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.3. **Determination.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 or 7.2 hereof, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Section 7.1 and 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in Sections 7.1 and 7.2 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of each class of Membership of the Association at any meeting duly called for such purpose.

9.4. **Advance.** Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the person to repay such amount

or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this article or otherwise.

9.5. **Scope of Indemnification.** The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under applicable law, any provision in the Association's Articles, Bylaws, agreements, vote of disinterested Members or Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Directors, officers, employees and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

9.6. **Insurance.** The Association shall purchase and maintain insurance, to the extent available at a reasonable cost, on behalf of any person who was or is a Director, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee or agent as may be required by the Declaration.

9.7. **Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall constitute expenses of the Association and shall be paid with funds from the Community Expense Fund referred to in the Declaration.

## ARTICLE X FISCAL YEAR AND SEAL

10.1. **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January each year and end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

10.2. **Seal.** The Board of Directors may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

## ARTICLE XI RULES AND REGULATIONS

11.1. **Rules and Regulations.** The Declarant may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of Sanctuary Utah and the Shared Ownership Program, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Declarant, and with copies of all amendments and revisions thereof.

ARTICLE XII  
AMENDMENTS

12.1. **Amendments.** Except as otherwise provided by law, by the Articles, by the Declaration or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent of each class of Membership of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth the amended, altered, repealed or new bylaw shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Weber County, State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of Sanctuary Utah Owners Association, Inc. have executed these Bylaws on the 10<sup>th</sup> day of JANUARY 2018.

Director

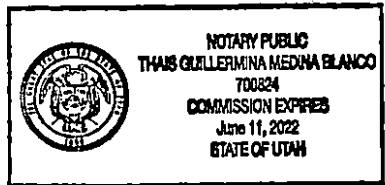
[Signature] 1/10/18.

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STATE OF UTAH            )  
                                      : ss.  
COUNTY OF WEBER    )

On the 10 day of JANUARY, 2018, before me THAIS G MEDINA, a notary public, personally appeared TIMOTHY CHARLWOOD, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

[Signature]  
NOTARY SIGNATURE AND SEAL



**EXHIBIT "A"**

**REAL PROPERTY LEGAL DESCRIPTION**

~~Lots 1, 2, 3, 6 and Private Roadways within THE SANCTUARY SUBDIVISION, according to the official plat thereof as recorded in the office of the Weber County Recorder, State of Utah.~~

~~Lots 4, 5, 7 and 8 within THE SANCTUARY FIRST AMENDMENT SUBDIVISION, according to the official plat thereof as recorded in the office of the Weber County Recorder, State of Utah.~~

~~ALL OF THE ABOVE DESCRIBED PROPERTY IS TOGETHER WITH a perpetual easement for ingress, egress and utilities over and across the existing 50' private road as more particularly described and conveyed in that certain Right of Way and Easement recorded January 14, 1998 as Entry No. 1515370 in Book 1901 at Page 2685, and in that certain Easement Agreement and Declaration of Covenants recorded September 23, 2004 as Entry No. 2058175 of official records.~~

Proposed SANCTUARY LAKESIDE SUBDIVISION, being more particularly described as follows:

A part of Sections 12 and 13, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Huntsville City, Weber County, Utah: Beginning at a point on the section line which is 1013.80 feet North 89°24'41" West from the Southeast corner of the Southwest corner of said Section 12 and running thence South 01°46'50" West (South record) 216.24 feet to the Northerly right of way line of 100 South Street the following two (2) courses: (1) Northwesterly along the arc of a 3363.73 foot radius curve to the left a distance of 369.40 feet (delta equals 06°17'32" and long chord bears North 58°56'40" West 369.21 feet), (2) Northwesterly along the arc of a 568.69 foot radius curve to the left a distance of 51.84 feet (delta equals 05°13'23" and long chord bears North 64°26'09" West 51.82 feet) to the Easterly line of The United States of America property; thence along said Easterly and Southerly lines the following two (2) courses: (1) North 00°32'32" East (North record) 161.46 feet and (2) North 71°15'00" East (North 73°01'00" East record) 326.43 feet to the Westerly line of the Ogden Boat Club property; thence along said Westerly and Southerly lines the following two (2) courses: (1) South 00°32'25" West (South record) 262.46 feet to the section line and (2) along said section line South 89°24'21" East (East record) 61.61 feet to the point of beginning.

**EXHIBIT "B"**

**ADDITIONAL LAND LEGAL DESCRIPTION**

Lots 4 and 5 (the same being the East half of the Northeast quarter) of Section 4, Township 6 North, Range 2 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion lying within the bounds of The Sanctuary Subdivision and The Sanctuary First Amendment Subdivision.

The Northwest quarter of Section 3, Township 6 North, Range 2 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion lying within the bounds of The Sanctuary Subdivision and The Sanctuary First Amendment Subdivision.

The Southwest quarter of Section 34, Township 7 North, Range 2 East, Salt Lake Base and Meridian.

**EXHIBIT "C"**

**HELI-PAD AND SANCTUARY DOME DESCRIPTION**

Lot 6, THE SANCTUARY SUBDIVISION, according to the official plat thereof as recorded in the office of the Weber County Recorder, State of Utah.

TOGETHER WITH a perpetual easement for ingress, egress and utilities over and across the existing 50' private road as more particularly described and conveyed in that certain Right of Way and Easement recorded January 14, 1998 as Entry No. 1515370 in Book 1901 at Page 2685, and in that certain Easement Agreement and Declaration of Covenants recorded September 23, 2004 as Entry No. 2058175 of official records.

EXHIBIT "D"

RECREATIONAL BARN DESCRIPTION

Lot 3, within THE SANCTUARY SUBDIVISION, according to the official plat thereof as recorded in the office of the Weber County Recorder, State of Utah.

TOGETHER WITH a perpetual easement for ingress, egress and utilities over and across the existing 50' private road as more particularly described and conveyed in that certain Right of Way and Easement recorded January 14, 1998 as Entry No. 1515370 in Book 1901 at Page 2685, and in that certain Easement Agreement and Declaration of Covenants recorded September 23, 2004 as Entry No. 2058175 of official records.