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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH GATE HOMEOWNERS ASSOCIAT
P.O. BOX 5555
DRAPER UT 84020
BY: JLA, DEPUTY - WI 16 P.

WHEN RECORDED RETURN TO:
South Gate Homeowners' Association
c/o FCS Community Management
PO Box 5555
Draper, UT 84020
801-256-0465
southgate@hoaliving.com

Space Above for Recorder's Use Only

Parcel #'s:

- 1524483038 through 1524483051 (All of Lots 1 through 14, South Gate PUD)
- 1524483059 (All of Lot 15, South Gate PUD)
- 1524483058 (All of Lot 16, South Gate PUD)
- 1524483062 through 1524483063 (All of Lots 17 through 18, South Gate PUD)
- 1524483055 (All of Lot 19, South Gate PUD)
- 1524483054 (All of Lot 20, South Gate PUD)
- 1524483052 through 1524483053 (All of Lot 21 through 22, South Gate PUD)

All future Phases, Lots and/or Units

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SOUTHGATE DEVELOPMENT

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SOUTHGATE DEVELOPMENT**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE DEVELOPMENT ("Declaration") is made by the South Gate Homeowners' Association, Inc., a Utah not-for-profit corporation ("Association") on the date set forth below.

RECITALS

- A. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHGATE DEVELOPMENT, was recorded on January 12, 2009 in the Salt Lake County Recorder's office as Entry No. 10596085, in Book 9673, Pages 2627-2641 (the "Declaration").
- B. It is Declarant's intent that this First Amendment amend and add to the Declaration.
- C. This document affects that certain property located in Salt Lake County, Utah, described with particularity on Exhibit "B," attached hereto and incorporated herein by this reference (the "Property").
- D. The Property is subject to the Declaration.
- E. The Association desires to amend sections of the Declaration and to add the accompanying Bylaws.
- F. All of the voting requirements to amend the Declaration (Article 10.4) have been satisfied.

NOW, THEREFORE, pursuant to the foregoing, the Association, through its Board of Trustees, hereby makes and executes the following amendments to the Declaration, which shall be effective as of its recording date:

Amendment No. 1: Article VIII – Section 8.3: Assessments
is hereby amended, restated and renumbered:

8.3.1 Assessments. The Association has the power to levy assessments against each Unit as necessary to carry out these functions. All assessments will be equal on all Lots regardless of whether or not there is a completed Dwelling with a certificate of occupancy. Assessments will be made annually to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of maintenance, acquisition, repair and replacement of capital facilities, liability insurance, any water for irrigation of areas within the control of the Association, reimbursement of expenses incurred by the Trustees in performance of their obligations, the costs of complying with and enforcing rights under these covenants, and working capital, capital improvements and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of a quorum of the Owners in attendance in person or by proxy at a meeting called for that purpose.

Amendment No. 2: Article VIII – Section 8.3.2: Individual Assessments
is hereby added:

8.3.2 Individual Assessments. In addition to Annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Living Unit and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any expenses that only benefit their Lot or some lots less than all the lots. The aggregate amount of any such Individual Assessments shall be determined by the cost, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or his/her Occupants' negligence.

Amendment No. 3: Article VIII – Section 8.8: Notice of Election, Notice of Meeting
is hereby amended and restated:

8.8 Notice of Election, Notice of Meeting. Unless otherwise provided in the By-Laws of the Association, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 15 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum is any Owners present, whether in person or via proxy. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continue meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

Amendment No. 4: Exhibit A: Bylaws
is hereby added:

As Exhibit A of this First Amendment

EXHIBIT A

BYLAWS OF THE SOUTH GATE HOMEOWNERS' ASSOCIATION, INC.

HOMEOWNERS ASSOCIATION

THESE BYLAWS, for South Gate Homeowners' Association, Inc., a Utah non-profit corporation, are hereby adopted as the official Bylaws of said Association. The South Gate Homeowners' Association, Inc. is subject to the Declaration of Covenants, Conditions and Restrictions for Southgate Development recorded in Salt Lake County, Utah on January 12, 2009, Entry # 10596085.

ARTICLE I. DEFINITIONS

The following terms used in these Bylaws shall be defined as follows, and supplement the definitions found in Article I of the Declaration (all definitions in Article I of the Declaration are herein incorporated into this document):

1.1 Articles. The Articles of Incorporation of South Gate Homeowners' Association, Inc., a Utah non-profit corporation, (filed January 21, 2009) including any amendments thereto duly adopted.

1.2 Bylaws. These Bylaws of the Association including any amendments thereto duly adopted.

1.3 Corporation. As used herein, the term "Corporation" shall refer to South Gate Homeowners' Association, Inc., a non-profit entity organized under the laws of the State of Utah.

ARTICLE II. MEETING OF MEMBERS

2.1 Place of Meeting. The Board of Trustees may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. Unless noted otherwise the place of meetings of members shall be the principal office of the Corporation in the State of Utah.

2.2 Annual Meeting. The annual meeting of the membership (for the election of trustees and for the transaction of such other business as may properly come before the members) shall be held each year. All Members shall be given notice of all meetings as provided for below.

2.3 Waiver. Notice of all meetings of Members shall be given to all Members entitled to vote at such meetings in the manner provided herein, but such notice may be waived either before or after the holding of a meeting.

2.4 Notice of Annual Meeting. At least ten (10) days prior to the date of an annual meeting, written notice stating the place, day and hour of the meeting shall either

personally, email, text or by mail, by or at the direction of the President or the Secretary or the officer or other persons calling the meeting, to each Member who, thirty (30) days prior to the date of said annual meeting appears of record in the books of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the membership books of the Association or to such other last known address of which the Association may have notice, with postage thereon.

2.5 Deferred Annual Meeting. If for any reason the annual meeting of the Members be not held as herein provided, such annual meeting shall be called by the President, or by the Board, as soon as it is convenient. In the event the Board fails to call the annual meeting, any Member may make a demand in writing by registered mail addressed to an officer of the Association that such meeting be held within a reasonable time. If the annual meeting is not called within sixty (60) days following such written demand, any Member may compel the holding of such annual meeting by legal action directed against the Board as provided by law.

2.6 Special Meetings. Special meetings of the Membership, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by the Board of Trustees or by the Members holding not less than thirty percent (30%) of the votes entitled to be cast at such meeting.

2.7 Notice of Other Owner Meetings. At least ten (10) days prior to the date of an annual meeting, written notice stating the place, day and hour of the meeting shall either personally, email, text or by mail, by or at the direction of the President or the Secretary or the officer or other persons calling the meeting, to each Member who, thirty (30) days prior to the date of said annual meeting appears of record in the books of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the membership books of the Association or to such other last known address of which the Association may have notice, with postage thereon.

2.8 Quorum. The Members of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at any annual or special meeting of Membership. The vote of the simple majority of the votes entitled to be cast by the Members present, or represented by proxy at a meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater number is otherwise required by the Articles of Incorporation, these Bylaws, the Declaration or by law.

2.9 Members Entitled to Vote. The Members entitled to receive notice of and to vote at any meeting of the Members shall be determined from the Association's records at the time notice is mailed but not earlier than ten (10) days prior to the last day notice may properly be mailed. Members shall be current in their assessments and have no violations of the governing documents to be entitled to cast votes

2.10 Temporary Adjournment. An annual or special meeting of the Members may adjourn from time to time without new notice being given until the business is completed. The fact of and reason for such adjournment shall be recorded in the

minutes of proceedings of the meeting.

2.11 Officers of a Meeting of Members. The presiding officer at a meeting of the Members shall be the President of the Association, or in his/her absence the Vice-President, or in the absence of both the President and the Vice-president the managing agent may conduct the meeting.

2.12 Voting Rights. Each Member of the Association shall be entitled to one (1) vote in person or by proxy for each Lot owned by said Member. Except in cases in which it is otherwise provided by statute, the Articles of Incorporation, the Declaration, or these Bylaws, a simple majority of the total votes cast by the Members shall be required for the election and for the passage of any measure.

2.13 Voting by Certain Members.

(a) A membership standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or, in the absence of such provision, as the Board of Trustees of such other corporation may determine.

(b) A membership held by an administrator, executor, guardian or conservator may be voted by such person, either in person or by proxy, without a transfer of the membership into the name of said person.

(c) A membership standing in the name of a trustee may be voted by said trustee, either in person or by proxy.

(d) A membership in the name of a receiver may be voted by such receiver, and a membership held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so be contained in the appropriate order of the court by which such receiver was appointed.

(e) A Member whose membership is pledged shall be entitled to vote such membership until the membership has been transferred into the name of the pledgee and thereafter the pledgee shall be entitled to vote the membership so transferred.

2.14 Proxies.

(a) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary or designee in accordance with procedures adopted by resolution of the Board of Trustees.

(b) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution.

(c) No proxy shall be valid if it purports to be revocable without notice.

(d) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Board of Trustees if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.16 below.

(e) Every proxy shall automatically cease upon sale of the Lot.

2.15 Action Without a Meeting. Any action which, under any provisions of the Articles of Incorporation or these Bylaws may be taken at a meeting of the members, may be taken without a meeting as provided for in Title 16 Chapter 6a of the Utah Revised Nonprofit Corporation Act.

2.16 Action By Written Ballot In Lieu of a Meeting.

(a) Action By Written Ballot. At the discretion of the Board of Trustees, any action, except election or removal of trustees, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting as provided for in Title 16 Chapter 6a of the Utah Revised Nonprofit Corporation Act.

(b) Form and Effect of Ballot

(i) The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(ii) A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

(i) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(ii) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following:

(1) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(2) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage;
or

(3) A date certain on which all ballots must be returned to be counted.

(d) Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board of Trustees within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed,

within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(i) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(ii) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(iii) Votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

2.17 Absentee Ballots. Members entitled to vote may vote by absentee ballot. For all matters that require a vote of the membership, the Board shall distribute "absentee ballots" to those who have specifically requested such a ballot. In addition, the Board may distribute absentee ballots to all members for any matter to be voted upon. The absentee ballot shall be the same ballot used by those who vote in person at a regular or special meeting, except for statements that the ballot being used is an absentee ballot. Absentee ballots may be received up until the time any such meeting begins. A member may not vote in person at a meeting if they have already submitted an absentee ballot.

2.18 Elections; Voting. As set forth in the Declaration, at each election for the persons to serve on the Board of Trustees of the Association, every Member entitled to vote at such election shall have the right to one vote on each matter or issue, in person or by proxy, for each vote to which such Member is entitled. Cumulative voting is not allowed.

2.19 Records. Records of the proceedings of meetings of Members shall be kept at the registered office of the Association.

ARTICLE III. BOARD OF TRUSTEES

3.1 Number of Trustees. The business of the Association shall be managed by a Board of Trustees comprised of at least three (3) persons, all of whom shall be required to be a Member of the Association, a spouse of a Member, or an officer, trustee, or

principal of a legal entity that is a Member.

3.2 Elections-Term of Office. Each trustee so elected shall hold office for the term elected and until his/her successor is elected and qualified. Each trustee will serve for a term of three years. Terms of the elected trustees shall be staggered such that only one trustee's term will expire each year.

At each election each Member, or his proxy, may cast one vote for each vacancy. Cumulative voting is not allowed. The person(s) receiving the largest number of votes shall be elected.

3.3 Vacancies. Vacancies in the Board of Trustees shall be deemed to exist upon the death, resignation or removal from office of a trustee, or if the Members increase the number of trustees and fail to elect the full number of authorized trustees.

Vacancies in the Board of Trustees shall be filled by a majority of the remaining trustees, though they constitute less than a quorum of a full Board of Trustees and such appointed Trustees shall hold office for the unexpired term. No reduction of the number of trustees shall have the effect of removing any trustee prior to the expiration of his/her term of office.

3.4 Meetings.

(a) Regular meetings of the Board of Trustees shall be held at least annually and as determined by the Board of Trustees. The Board may adopt a schedule of meetings, to be provided to requesting Owners.

(b) At the completion of each annual meeting of Members of the Association, the Board of Trustees shall hold a regular meeting for the purpose of organization, election of officers and the transaction of such other business as may properly come before the meeting. No formal notice of such meeting need be given.

(c) Special meetings of the Board of Trustees of the Association may be called for any purpose at any time by the President or by the Vice-President or by any two trustees.

(d) Notice of any special meeting shall be given at least ten (10) days prior to the time set for such meeting by written notice delivered personally, emailed, texted or mailed to each trustee at his/her business address or by email. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. Any trustee may waive notice of any meeting. The attendance of a trustee to a meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of the business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting. Notice of the time and place of holding an adjourned meeting of the Board of Trustees need not be given

to absent trustees if the time and place be fixed at the meeting adjourned.

3.5. Quorum. A majority of the duly elected and qualified Trustees comprising the Board of Trustees as fixed by the Declaration and Bylaws shall be necessary to constitute a quorum at all meetings of the Board of Trustees for the transaction of business, except to adjourn as hereinafter provided, and the actions and decisions of a majority of the trustees present at a meeting duly held at which a quorum is present shall be regarded as the act or acts of the Board of Trustees. Provided, however, that if all of the trustees shall approve the proceedings of a meeting of the Board of Trustees by execution of that approval in the minutes or other records of the meeting, such meeting shall be legal regardless of the manner in which it was called, or the number of trustees present.

3.6 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Trustees or of any committee thereof may be taken without a meeting in accordance with Title 16 Chapter 6a of the Utah Revised Nonprofit Corporation Act.

3.7 Adjournment. A quorum of the trustees may adjourn any trustee's meeting to meet again at a stated day and hour; provided that in the absence of a quorum, a majority of the trustees present at the meeting, either general or special, may adjourn from time to time until a quorum shall be present and prior to the time fixed for the next regular meeting of the Board of Trustees.

3.8 Compensation. Trustees shall not receive any stated salary for their services as trustees but the expenses incurred in the performance of their duties may be allowed.

3.9 Removal. A member of the Board of Trustees, or the entire Board of Trustees may be removed, with or without cause, by a vote of a majority of all the Members. The removal of a trustee, or the entire Board of Trustees, in the manner prescribed in this Section may occur at any special meeting of the Members called for that purpose.

3.10 Presumption of Assent. A trustee of the Association who is present at a meeting of the Board of Trustees at which action on any Association matters is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless such trustee shall file written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a trustee who voted in favor of such action.

3.11 Powers. The property, business and affairs of the Association shall be controlled and managed by a Board of Trustees and it shall have all lawful powers necessary or convenient to carry out the same unless prohibited by law, the Articles of Incorporation, these Bylaws or the Declaration.

ARTICLE IV. OFFICERS

4.1 Authorized Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, which shall be elected by the Board of Trustees as provided in Section 4.3 of this Article. At its discretion, the Board of Trustees may elect one or more Vice-Presidents, a general manager and such other officers and agents as may be necessary for the business of the Association and specify the duties and authority of each.

4.2 Combining Offices. Any two (2) or more of the offices may be combined in one person except President and Secretary.

4.3 Election of Officers. The officers of the Association, except those appointed in accordance with Section 4.4 of this Article, shall be chosen by the Board of Trustees annually at their meeting following the annual meeting of the Members. Each officer shall hold office for one (1) year or until such officer's successor shall have been duly elected and shall have qualified or until such his/her death or until he/she shall resign or shall have been removed in the manner provided in Section 4.5 of this Article.

4.4 Filling Vacancies. A vacancy in any office from whatever cause may be filled at any regular or special meeting of the Board of Trustees for the unexpired portion of the term.

4.5 Removal. Any officer or agent of the Association may be removed by action of the Board of Trustees at any meeting thereof by a majority vote of the trustees in office.

4.6 Resignation. The resignation of any officer or agent of the Association shall become effective by written notice to the Board of Trustees, President or Secretary at the time therein specified, without acceptance by the Board of Trustees.

4.7 Powers and Duties of Officers.

(a) President. The President (i) shall be the chief officer of the Association generally supervising the performance of all business policies adopted and approved by the Board of Trustees; (ii) shall be the general managing officer of the operations of the Association; (iii) shall preside at all meetings of Members and the Board of Trustees; (iv) shall be responsible for long-term planning of financial policies of the Association and periodically shall report and recommend financial policies and programs to the Board of Trustees; (v) may sign, with attestation by the Secretary, certificates of membership in the Association and with or without attestation any deeds, mortgages, bonds, notes, contracts or other instruments which the Board of Trustees has authorized to be executed. The President shall perform those duties and have and exercise that authority and responsibility customarily incident to the office of president of a corporation of the nature of this one and, furthermore, shall perform those special duties and functions delegated to the President by the Board of Trustees.

(b) Vice-President. In the absence of the President or in the event of the

President's death, inability or refusal to act, the Vice-president (or in the event there by more than one Vice-president, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting shall have all the powers of and be subject to all restrictions upon the President. The Vice-president shall be direction responsible to the President and shall have such authority and perform such duties as shall be assigned to him/her by the President or by the Board of Trustees.

(c) Secretary. The Secretary shall: (i) keep the minutes of the proceedings of the Members and of the Board of Trustees in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal is authorized and directed by the Board of Trustees; (iv) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (v) sign with the President, or Vice-president, certificates of membership in the Association, the issuance of which shall have been authorized by resolution of the Board of Trustees; (vi) have general charge of the membership book of the Association; and (vii) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Trustee. In the event a vacancy exists in the office of Vice-president, the Secretary shall have the power and duties specified in Section 4.7(b) of this Article IV.

(d) Treasurer. The Treasurer shall (i) keep full and accurate account of the receipts and disbursements in books belonging to the Association and shall ensure the deposit of all monies and other valuable effects in the name and to the credit of the Association at such banks and depositories as may be designated by the Board, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board; (ii) disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and trustees at the regular meetings of the Board and, whenever they may require, accounts of all transactions as Treasurer and of the financial condition of the Association; and (iii) perform the duties usually incident to the office of Treasurer and such other duties as may be prescribed by the Board of Trustees or by the President and those duties set forth in the Declaration. The Treasurers duties may be delegated to a professional bookkeeper, accountant or management company.

(e) Assistant Secretary-Assistant Treasurer. If and when elected, the Assistant Secretary or the Assistant Treasurer shall perform such duties and have such authority as prescribed by the President.

4.8. **Bonds.** The Board of Trustees may, by resolution, require any or all of the officers of the Association to give a bond with sufficient surety, conditioned for the faithful performance of the duties of their respective offices.

4.9. **Salaries.** No salaries are to be paid to Board members or officers. All such officers, trustees and committee members shall be reimbursed for costs actually incurred.

ARTICLE V. COMMITTEES

The Board of Trustees may appoint an Architectural Control Committee. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1. **Contracts.** The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

6.2. **Loans.** The Board of Trustees may receive loans for the benefit of the HOA, however, loans in excess of the annual assessment per Lot or Dwelling Unit shall be approved by a majority of those present in person or by proxy at a special meeting called for such purpose.

6.3. **Checks, Drafts, Etc.** All checks, drafts and other order for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, employee or employees, or agent or agents of the Association and in such manner as shall from time to time be determined by the Board of Trustees.

6.4. **Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies and other depositories as the Board of Trustees may select.

ARTICLE VII. ASSESSMENTS

The Association shall have the right to assess, levy and collect Assessments as provided in the governing documents, which assessments may be enforced as provided in the said governing documents.

ARTICLE VIII. AMENDMENTS

8.1 **Board of Trustees.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Trustees as provided for in Title 16 Chapter 6a of the Utah Revised Nonprofit Corporation Act, or if so provided in the Articles of Incorporation, by the Members at any regular or special meeting.

8.2 **Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX. GENERAL PROVISIONS

9.1 **Ownership Interest.** Except as may be specifically provided to the contrary in the Articles of Incorporation, these Bylaws or the Declaration, every Member shall have the same rights and interests in the Association and in the real and personal property owned by the Association and no Member can have or acquire a greater interest therein than any other Member.

9.2 **Suspension of Rights.** The rights of a Member may be suspended or withdrawn as more particularly provided in the Declaration. The loss of such rights shall not relieve the Member from the Member's obligation to pay any of the Assessments properly levied by the Board. Restoration of full rights of membership must meet the conditions prescribed by the Board which may include payment of all amounts due the Association, execution and delivery of covenants and/or other security that future violations will not occur and any other terms and conditions reasonably imposed by the Board.

9.3. **Contracts.** The Association shall have the power to enter into any contracts and incur indebtedness on behalf of the Association, but shall be specifically limited by the limitations, if any, contained in the Articles of Incorporation, these Bylaws or the Declaration.

9.4. **Rules, Regulations and Standards.** The Board shall have the power to promulgate rules, regulations and standards for its own government, to aid and assist the Board and its committees in the carrying out of duties and to set standards of design, construction, maintenance in addition to establishing the rules of conduct of Owners and occupants and Members of the Association. Reasonable fines may also be levied to help ensure compliance of the covenants, rules and policies of the Association.

9.6. **Inspection of Records.** The Association shall keep at its registered office records of proceedings of the Members and of the Board of Trustees. Each Member shall have the right to examine in person or person's attorney at any reasonable time or times during regular business, for any reasonable purpose, any and all of the books and records of the Association and to make extracts therefrom.

IN WITNESS WHEREOF, the Association executes, via the Board President, this First Amendment this 1 day of September, 2020.

Board of Trustees
South Gate Homeowners' Association, Inc.

By: Piper B. Leon
Name: Piper Leon
Title: Board President

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss

The foregoing instrument was acknowledged before me this 1 day of September, 2020 by Piper Leon, the Board President of South Gate Homeowners' Association, Inc.

Nicole McIntosh
NOTARY PUBLIC

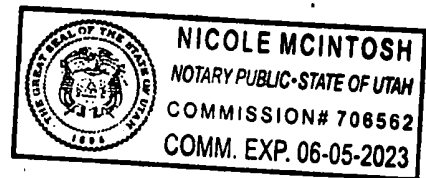


EXHIBIT B



Subdivision Name
SOUTH GATE PUD

Dedication Type: PUD

Entry Number: 10126906 **Plat Book:** 2007P **Plat Page:** 239 **Recorded Date:** 6/8/2007 **Recorded Time:** 14:36:00

Requesting Party: CITY OF SOUTH SALT LAKE

Active Parcel Numbers Found: 26

Parcel Number	Lot/Unit	Val	Blck/Bldg	Val	Type	Property Location	City	Zip Code
15244830380000	LOT	1				61 W 2700 S	SOUTH SALT LAKE	84115
15244830390000	LOT	2				55 W 2700 S	SOUTH SALT LAKE	84115
15244830400000	LOT	3				51 W 2700 S	SOUTH SALT LAKE	84115
15244830410000	LOT	6				2732 S SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830420000	LOT	5				56 W SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830430000	LOT	4				52 W SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830440000	LOT	7				2736 S SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830450000	LOT	8				2740 S SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830460000	LOT	9				63 W DEWAR GROVE LN	SOUTH SALT LAKE	84115
15244830470000	LOT	10				59 W DEWAR GROVE LN	SOUTH SALT LAKE	84115
15244830480000	LOT	11				53 W DEWAR GROVE LN	SOUTH SALT LAKE	84115
15244830490000	LOT	12				47 W DEWAR GROVE LN	SOUTH SALT LAKE	84115
15244830500000	LOT	13				2758 S BELLE GROVE WY	SOUTH SALT LAKE	84115
15244830510000	LOT	14				2762 S BELLE GROVE WY	SOUTH SALT LAKE	84115
15244830520000	LOT	21				2735 S SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830530000	LOT	22				49 W SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830540000	LOT	20				2741 S SUSAN GROVE LN	SOUTH SALT LAKE	84115
15244830550000	LOT	19				48 W DEWAR GROVE LN	SOUTH SALT LAKE	84115
15244830580000	LOT	16				2757 S BELLE GROVE WY	SOUTH SALT LAKE	84115
15244830590000	LOT	15				2761 S BELLE GROVE WY	SOUTH SALT LAKE	84115
15244830600000					AREA	41 W 2700 S	SOUTH SALT LAKE	84115
15244830610000					STRIP	63 W 2700 S	SOUTH SALT LAKE	84115
15244830620000	LOT	17				2745 S DAVIS GROVE LN	SOUTH SALT LAKE	84115
15244830620000	LOT	18				2745 S DAVIS GROVE LN	SOUTH SALT LAKE	84115
15244830630000	LOT	17				2747 S DAVIS GROVE LN	SOUTH SALT LAKE	84115
15244830630000	LOT	18				2747 S DAVIS GROVE LN	SOUTH SALT LAKE	84115