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AMENDED BY-LAWS C

A PLANNED UN

A COMMUNITY INTENDED AND MANAGED

(AMENDS AND REPLACES ALL PREVIOUS SUMMERHILL ESTATES, SUMMERHILL ESTATES AMENDED, VISTA RIDGE ESTATES, AND VISTA RIDGE ESTATES AMENDED BY-LAWS)

Vista Ridge Estates Phase 1 & 2

ARTICLE I. NAME AND LOCATION

The name of the Utah non-profit corporation is VISTA RIDGE ESTATES HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1331 Dixie Downs Road #175, St. George, Utah 84770. Meetings of the members and directors will be held at Vista Ridge members clubhouse at 1331 Dixie Downs Road #175, St. George, Utah 84770.

ARTICLE II. DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions (CC&R's) applicable to the property recorded in the Washington County Recorder's office currently located in St. George, Utah.

Section 2. "Declarant" shall mean and refer to Vista Ridge Estates Homeowners Association, its successors, and assigns, a nonprofit corporation, being the sole entity to file and record these By-Laws. Declarant also recognizes Developers rights to develop, build, and erect living units to accomplish that which is necessary to complete Vista Ridge Estates.

Section 3. "Homeowners Association", also known as the Association, shall mean and refer to the Vista Ridge Estates Homeowners Association, its successors, and assigns.

Section 4. "Board of Directors" shall mean and refer to the governing board of the Homeowners Association and who is/are lot owner(s) within the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Association. This includes contract sellers but excluding those having such an interest merely as a security for the performance of an obligation until such party has acquired title pursuant to the foreclosure of any arrangement of proceeding in lieu thereof.

Section 6. "Member" shall mean and refer to every person who or entity which holds membership (Owner) in the Association. Class A members are designated as owners of lots and have one vote for each lot owned. Entitled to vote means the member is current on all assessments, fines and/or fees.

Section 7. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners Association.

Section 8. "Lot" shall mean and refer to any of the separately numbered and individually described parcels of land shown on the recorded Plat, not including any Common Area.

Section 9. "Common Area" shall mean and refer to all real property, which is not included within the Lots, including all improvements thereto, now owned by the Homeowners Association and currently platted for the common use and enjoyment of the members (at no added cost beyond regular assessments) and not dedicated for use by the general public, other than utility lines now, or hereafter constructed or located thereon.

Section 10. "Townhome" shall mean and refer to a single-family dwelling unit constructed by the Developer on a lot.

Section 11. "Living Unit" shall mean a structure which is designed and intended for use and occupancy, as a single-family residence, together with all improvements located on the lot, which are used in conjunction with such residence.

Section 12. "Conveyance" shall mean and refer to actual conveyance of fee title to any Lot to any owner, by a warranty deed or other document of title and shall not mean there mere execution of an installment sales contract.

Section 13. "Person" shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, director, directors in case under the United States Bankruptcy Code, receivers, and fiduciaries.

Section 14. "Renters" shall mean and refer to anyone, other than homeowners, occupying a unit.

ARTICLE III. MEETING OF MEMEBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the third (3rd) Thursday of January in the Vista Ridge Estates Clubhouse. If this day is a legal holiday, the meeting will be held at the same hour on the first day following.

Section 2. Special Meetings. Special meeting of the Members may be called at any time by the Board of Directors, or upon written request of one-tenth (1/10) of the member(s) of the Class A membership who are entitled to vote. To have the power of such meeting, the written demand must describe the purpose or purposes, as well as the demand must be signed and dated by each entitled member making the one-tenth (1/10) to vote. This request will be delivered to a Board of Director and such meeting will be held in the Vista Ridge Estates Clubhouse.

Section 3. General Meetings. Also known as Member meetings and open to all association members. The frequency and date of such meeting(s) shall be determined by the Board of Directors, with the Association having a minimum of one (1) per month. The date and time will be noted in the monthly newsletter and posted inside the clubhouse.

Section 4. Notice of Meeting. If it is not specified within the section of the meeting how notice shall be given, such meeting will follow the procedure noted in this section for meeting of the members. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or hand-delivery with signed receipt from member receiving such documents at least fifteen (15) days before such meeting to each member entitled to vote therat addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Shall a member want these notifications submitted in email format, he/she will sign the document presented at each homeowner's annual meeting giving permission to do so for that current year, Successful "sent" message will confirm receipt of such documents being sent. It will be the homeowner's responsibility to notify the Board of Directors in writing, of any changes to this request. Such notice shall specify the place, day, hour of the meeting, and, in the case of a special meeting the purpose of the meeting.

Section 5. Failure To Call Meeting After Demand If the Board of Directors or Officers of the Association fails to give notice of a special meeting demanded by at least ten percent (10%) of the voting power of the Association within thirty (30) days after the demand was delivered to a Director or Officer of the Association, a person/persons signing the demand may set the time and give notice to the membership of such meeting to be held at the Clubhouse. A majority approval vote by members attending this meeting is required on subject to be voted upon.

Section 6. Quorum. A Quorum is the number of members, one-tenth (1/10) who must be present for any action. The Annual Meeting quorum must be a majority either in person or absentee. Special

Meetings must have ten percent (10%) of the available votes in person. Business can be conducted at Regular Meetings by a majority of authorized votes of those in attendance. If however, such quorum shall not be present, or represented, at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. A majority of Directors and Members constitute a quorum and may conduct business.

Article IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Vista Ridge Homeowners Association shall be managed by a Board of five (5) or seven (7) Directors, who must be members of the Association.

Section 2. Term of Office. Directors shall be elected for a term of three (3) years. If a Director leaves office before his/her term is up, a replacement shall be chosen by the remaining Directors and approved by the membership the following January to complete his/her term of office.

Section 3. Nominations. Nominations for election to the Board of Directors shall be made by any Association member to the current Board of Directors, or a committee (of no less than two (2) appointed by the Board of Directors. Nominations may also be made from the floor at the annual meeting. All nominees must be Association members. Request for nominees will be announced in writing (i.e.: newsletter, clubhouse posting, or prepaid postage, or hand-delivery with signed receipt from member receiving such documents) to all members of the Association at least thirty (30) days before such annual meeting occurs. Shall a member want these notifications submitted in email format; he/she will sign the document presented at each homeowner's annual meeting giving permission to do so for that current year. Successful "sent" message will confirm receipt of such documents being sent. It will be the homeowner's responsibility to notify the Board of Directors in writing, of any changes to this request.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. The governing document will require a properly noticed Association Meeting to be held, at which a secret vote on the removal issue will be taken. The proper notice shall follow the Notice of Meeting documented within these By-Laws. A majority vote for removal by the members attending the meeting is required for removal of Directors of the Association. An automatic removal of a director shall occur if he/she becomes sixty (60) days delinquent in paying HOA dues, assessments, or fines.

Section 5. Compensation. No Director, Officer, or Association Member shall receive compensation for any service rendered to the Vista Ridge Estates Homeowners Association. However, they may be reimbursed for actual item expenses incurred, with proof of purchase (sales slips, etc.). An exception to compensation as an Association Member shall be if he/she has a business that qualifies as a sub-contractor specified in the Association's governing documents for such needed services and approved by the majority votes of the Board of Directors.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action (within their duties) in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors

Section 7. Election. Election to the Board of Directors shall be by secret written ballot, either in person, or absentee vote. As such election, the Members may cast, in respect to each vacancy, one vote per lot. The person who receives the largest number of votes for each vacancy shall be elected.

ARTICLE V. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Such meeting will require a majority of the Directors present before any meeting can officially proceed. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by two Directors, after not less than three (3) days' notice of each Director.

Section 3. Quorum. A quorum shall be constituted when a majority of the directors are present for the transaction of business.

Section 4. Conduct of Meetings. All Member and Board of Directors meetings are to follow the rules of procedure adherence to Robert's Rules of Order and are open meetings for any member to attend. When a member wants to attend a Board of Directors meeting, he may contact the Board of Directors for such known date. Any specific homeowner financial matter is confidentially for the board of directors and shall not be discussed within an open meeting of member(s) in attendance, unless that lot owner is in attendance to give permission to do so.

Section 5. Record of Minutes and Actions. Minutes will be taken at each meeting held on behalf of the Association. At the next similar called meeting, the previous meeting minutes shall be read and approved by the members in attendance. All approved meeting minutes are filed within a binder for any member to review at the request to a Board of Director, unless the meeting is a specified confidential meeting. Members meetings will be attached to the monthly newsletter and posted in the clubhouse. Association record and individual member files are to be kept in the clubhouse and should never be taken to individual homes. A backup disk of files may be kept off site with a written approval from the board. The written approval will also have it noted where this backup disk is located. Upon a majority vote of the Board of Directors, these backup disks can be relocated.

ARTICLE VI. – POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members, renters, and guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment, fine and/or fee levied by the Association. Such rights may also be suspended after notice and hearing, until the Member's account is no longer in default.
- c. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- d. Employ a manager, an independent contract, or such other employees as they deem necessary, and to prescribe their duties. Such businesses or personnel must comply with all applicable Federal, State, and Local employment laws. The Board of Directors must confirm with the Association's Insurance Broker that the association insurance includes coverage in the event an employee subjects the association to liability. The contracted employee shall be responsible for any and all liability damages caused by his/her hired on duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. Maintain, repair, replace, and supervise the common property;
- b. Designate and collect assessments, fines, and/or fees in accordance with the governing documents and applicable status;
- c. Pay all association common areas and facilities expenses;
- d. Institute, record, and maintain a payment system to prevent any misuse of association funds;
- e. Arrange for personnel to care for and operate the common property;
- f. Create and enforce rules and regulations, including those of conduct for members, renters, and guests in the use of the common areas and facilities, which are consistent with the governing documents of the Association;
- g. Enforce all the governing documents;
- h. A quarterly budget statement of all income and expenses will be delivered to each lot.
- i. A yearly total of income and expenses will be prepared and presented at the annual meeting, along with a proposed budget for the following year. This budget shall be approved by a majority of entitled voters in attendance at the meeting. If there is a change in the annual assessment, it must be presented to the association members at least thirty (30) days prior to each annual meeting;
- j. Procure and maintain adequate liability, hazard, and other insurance on or with respect to property owned by the Association;
- k. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

Section 3. Powers and Duties. The By-Laws empower the Board of Directors/Officers with the authority necessary to administer the affairs of the Association. However, certain powers may not be delegated to the Board of Directors/Officers by the Association Members, such as the right to unilaterally amend a governing document.

Section 4. Indemnification of Board of Directors/Officers. The Association will pay the legal cost of defending claim or action against any Director or Officer and to pay any damages awarded against them. However, individual Board Members remain liable for willful, grossly negligent actions, or omissions.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice-President, Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. These officers shall be members of the Board of Directors and chosen by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first Board of Directors meeting following each annual meeting of the members.

Section 3. Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) term unless he/she shall sooner resign, shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the board but may not be removed as a duly elected director without the proper procedure of removing a board of director through the members of the association. Any officer may resign at any time by

giving written notice to the Board of Directors. Such resignation, with or without the Board of Directors acceptance, shall take effect on the date of the receipt of such notice.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. Duties of the Officers are as follows:

- A. PRESIDENT. The President shall preside at all meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.
- B. VICE-PRESIDENT. The Vice-President shall act in the place of and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- C. SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and its Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- D. TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, with a copy being distributed with the newsletter following the month of completion of such reports.
- E. If there is not a treasurer assigned, the Board of Directors, by a majority vote, may assign a current board member to be a signer for checks and promissory notes of the Association.

SECTION VIII. COMMITTEES

The Board of Directors shall delegate responsibilities to committees. The duties and budgets for each committee shall be approved by the Board of Directors. Any recommendation from committees must be submitted in writing to the Board of Director(s) in charge of that committee for approval.

SECTION IX. BOOKS AND RECORDS

The books, records, and papers of the Association shall always, during reasonable business hours, be subject to inspection by any Member at the office of the Association. The Articles of Incorporation, the By-Laws, and the Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available by any Member at the principal office of the Association, where copies **one copy of each active document** may be purchased at a reasonable cost.

SECTION X. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the

assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, which is 1.5% monthly. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot. Notwithstanding any other remedy provided in the By-Laws for collection of assessments, the Association shall reserve the right to withhold and interrupt service of utilities, cable TV, and restrictions to usage of the clubhouse to any unit on which the assessment is delinquent. Any fines and fees assessed to the Lot will also be classified as delinquent if not paid within the time documented to the Lot Owner in writing.

SECTION XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "VISTA RIDGE ESTATES HOMEOWNERS ASSOCIATION, CORPORATE SEAL, UTAH 1987".

SECTION XII. AMENDMENTS

Section 1. These By-Laws may be amended at a regular meeting of the Members or a Special meeting of the Members called for that purpose, by a vote of most of a quorum of Members present in person or with absentee vote.—Notification of proposed changes must be given to the Association Members at least two (2) weeks before the meeting either by prepaid postage mail delivery to the Member's address last appearing on the books of the Association or hand-delivery with signed receipt from member receiving such documents. Shall a member want these notifications submitted in email format; he/she will sign the document presented at each homeowner's annual meeting giving permission to do so for that current year. Successful "sent" message will confirm receipt of such documents being sent. It will be the homeowner's responsibility to notify the Board of Directors in writing, of any changes to this request.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between these By-Laws and the Declaration, these By-Laws shall control.

ARTICLE XIII. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year. The Corporation tax schedule is currently May 1st to April 30th

CERTIFICATION

We, the undersigned, do hereby certify:

That I am a duly appointed Director of the VISTA RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Utah non-profit cooperation, and,

That the foregoing By-Laws constitute as the Amended By-Laws superseding any and all previous By-Laws of said Association, as duly adopted at a meeting of the Members thereof, held on the 30th day of May 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of May, 2019

Alice Halverstadt
Alice Halverstadt, President

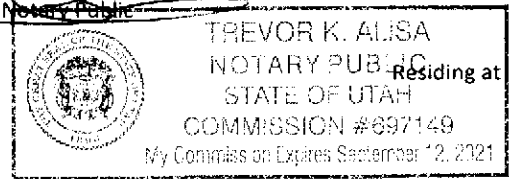
Darlene Albrecht
Darlene Albrecht, Vice-President

STATE OF UTAH)
COUNTY OF WASHINGTON)

On the 30th day of May, 2019, personally appeared before me, ALICE HALVERSTADT and DARLENE ALBRECHT of the Vista Ridge Estates Homeowners Association and also signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Handwritten signature of Notary Public]

My commission expires SEPT. 12TH 2021



City & State
ST. GEORGE, UT

I, the undersigned, do hereby certify THAT I am the duly elected and acting secretary of VISTA RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Utah non-profit Corporation.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30th day of May, 2019

Sarah Evans Sect.
Sarah Evans, Secretary