



WHEN RECORDED RETURN TO  
Sun Country Meadows South Townhomes  
1055 E. 900 S. #HOA  
St. George, UT 84790

BYLAWS  
OF  
SUN COUNTRY MEADOWS SOUTH TOWNHOMES ASSOCIATION  
(A Community Intended for and Managed for Housing of Residents Age Fifty-five (55) or Older)

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Sun Country Meadows South Townhomes Association, hereafter referred to as the Association.

The principal office of the Association shall be at 1055 East 900 South, St. George, Utah, until changed by resolution of the Board of Directors. Meetings of members and Directors may be held at such places, within the state of Utah, County of Washington, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. Association shall mean and refer to Sun Country Meadows South Townhomes Association, its successors, and assigns.

Section 2. "Board of Directors" or "Board" or "Directors" shall mean the entity, regardless of name, with primary authority to manage the affairs of the association. "Elected" members of the Board are those members who were elected by the members of the Association at the Annual Meeting of the Association or at a special election which was held by the Association at the death, resignation or removal of a Director.

Section 3. Common Area shall mean and refer to that portion of property owned by the Association and shown on the plat as dedicated to the common use and enjoyment of the lot owners.

Section 4. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows South Townhomes, and any amendments.

Section 5. Electronic transmission or electronically transmitted means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.

Section 6. Limited Common Area shall mean and refer to that portion of property owned by the Association and shown on the plat as dedicated to the exclusive use and enjoyment of the owners of lots to which such limited common area is adjacent and/or appurtenant, subject to the rights of the Association, as set forth in the Declaration.

Section 7. Lot shall mean and refer to any separately numbered, and individually described plot of land shown on the plat, designated for private ownership, and shall exclude the common and limited common areas.

Section 8. Member shall mean and refer to every person or entity who is an owner of record or a contract purchaser of any lot.

Section 9. Owner shall mean and refer to the owner of record, whether one or more persons or entities, of fee simple title to any lot which is within the properties. Regardless of the number of parties participating in ownership of each townhome, those parties shall be treated as a group, as one "owner."

Section 10. Plat or Map shall mean and refer to the subdivision plat recorded with the Declaration captioned "Sun Country Meadows South Townhomes Phase I," or any replacements thereof, or additions thereto.

Section 11. Properties shall mean and refer to all real property subject to the Declaration.

Section 12. Reserve Analysis A professionally prepared report to analyze a reserve fund: accumulated money to cover the cost of repairing, replacement, and restoring common area, limited common area and exterior maintenance upon each townhome and lot as identified in the Declaration that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the Association's general budget or from other Association funds.

Section 13. Townhome shall mean and refer to a single-family dwelling, with or without walls or roofs in common with other single-family dwellings, and shall include fee title, to the real property lying directly beneath said single family dwelling.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Every person or entity who is an owner of record or a contract purchaser of any lot shall be a member of the Association. Association membership shall not include persons or entities who hold an interest merely as security for the performance of an obligation, unless and until said holder has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any lot. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity.

Section 2. Voting Rights

(a) On binding actions taken by the members of the Association each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any Association meeting by any of such co-owners; whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting, by another co-owner of the same lot. In the event objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) On binding action taken by the Board, the President or acting President of the Board only votes as a tie breaker.

Section 3. Qualification for Membership No person, persons, entity or, entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of qualification as a member, pursuant to the terms of the Articles of Incorporation, the Declaration, and the Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

Section 4. Suspension of Membership The rights of membership are subject to the payment of annual and special assessments levied by the Association. If a member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after the same shall become due and payable the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Rights of a member may also be suspended for violation of any of the use restrictions. Rights of a member also may be suspended after notice and hearing, for infraction of any published rules and regulations established by the Board of Directors governing the use of the services, facilities or equipment of the Association, for a period not to exceed sixty (60) days. Any first mortgagee shall be entitled to receive, upon request, notification of any default or suspension of a member.

ARTICLE IV  
MEETINGS OF MEMBERS

Section 1. Annual Meetings Each annual meeting of the members shall be held on the second Thursday of December at 6:00 PM, unless the Directors, by resolution, direct otherwise. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 2. Special Meetings Special meetings of the members may be called at any time by the President or by at least two of the Board of Directors, or upon written request to the Board of Owners holding at least 25% (30 members) of the voting rights of the Association. Those calling the meeting must state the purpose or purposes for which the meeting is to be held. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting. Notice of the meeting must be given pursuant to Utah Code 16-6a-704, as may be amended from time to time. The special meeting must be held within sixty (60) days from the date the meeting is called.

Section 3. Notice of Meeting Written notice of each annual meeting and special meeting of the members shall be given by, or at the direction of the Secretary or person(s) authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's mailing address last appearing on the books of the Association. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Waiver of Notice A member may waive any notice required by Section 3 above, Pursuant to Utah Code 16-6a-705, as may be amended from time to time.

Section 5. Quorum Except as hereafter provided, and as otherwise provided in the Articles of Incorporation, the presence at the meeting of members entitled to cast, or of proxies, entitled to cast, twenty percent (20%) of all the votes of the members shall constitute a quorum (24 members) for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have 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 be represented.

In case of a meeting to change the basis and maximum of assessments, to make assessments in excess of said maximum, or to levy a special assessment fixed prospectively for any annual period, presence at the meeting of members, or of Proxies, entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum (72 members). If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

In case of a meeting to authorize special assessments for the purpose of defraying, in whole or in part, the cost of any, construction or reconstruction, repair or replacement of fixtures and personal property related there unto, presence of members, or of proxies, of two-thirds (2/3) of all members authorized to vote shall constitute a quorum (80 members).

Section 6. Proxies At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her lot.

Section 7. Voting If a quorum is present, the affirmative vote of the majority of the members represented at the meeting shall be the act of all the members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles of Incorporation of the Association, or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business before a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

Section 8. Meeting Procedure Rules of order shall be adopted by resolution of the Board (i.e. Roberts Rules of Order, or some other parliamentary procedure). A decision of the Board may not be challenged on the basis that appropriate rules of order were not used.

#### ARTICLE V

#### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number of Board Members The affairs of this Association shall be managed by a Board of Directors composed of at least three (3) and not more than seven (7) Board members, the number of persons constituting the whole Board of Directors to be fixed by resolution of a majority of the Board of Directors not less than 30 days prior to the annual meeting. Directors must be members of the Association.

Section 2. Term of Office At each annual meeting the members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. The method of election shall provide that the term of an odd number of Directors (at least two less than the entire Board) shall expire in the next odd numbered year, and the term of, an even number of Directors shall expire in the next even numbered year. The "year" is determined by the year in which the term begins on January 1.

Section 3. Resignation or Removal A director may resign at any time by giving written notice of resignation to the President or Secretary of the Association. A resignation of a director is effective when the notice is received by the President or Secretary of the Association unless the notice specifies a later effective date. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board. A Director may attend a Board meeting electronically. In the event of death,

resignation or removal of a Director, a temporary successor shall be selected by a majority of the remaining elected members of the Board and shall serve for the unexpired term of his predecessor or until a special election of a successor.

Section 4. Compensation No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of members. All nominees must be members of the Association. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members, to serve through such annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election Election to the Board of Directors shall be by secret written paper ballot. Persons who have been authorized by the Board will hand out ballots at the time of the election. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII  
MEETINGS OF DIRECTORS.

Section 1. Regular Meetings The first meeting of the Board of Directors will follow the annual meeting of the members. Thereafter, regular meetings of the Board of Directors shall be held at such date, time and place as may be determined from time to time by resolution of a majority of the Board of Directors. Written notification of each regular Board meeting shall be delivered or mailed to all Directors at least seven (7) days prior to any regular Board meeting.

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

Section 3. Quorum A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors (the President of the Board only votes as a tie breaker) present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 4. Action Without a Meeting Whenever the Directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all Directors.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

(a) adopt and publish rules and regulations governing the use of the equipment and facilities of the Association and to establish reasonable admission and other fees for the use thereof.

(b) suspend the voting rights and any other rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in violation of any of the use restrictions. Such rights may also be suspended for infraction of any published rules and regulations, after notice and hearing, for a period of not to exceed sixty (60) days.

(c) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

(d) borrow money for the purpose of improving the common area; and in aid thereof to mortgage said property, such mortgage to be subordinate to the rights of the owners.

(e) with the approval of sixty-seven percent (67%) of first mortgagees on lots and sixty seven percent (67%) of the owners, to sell, exchange, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the common area to any private individual; corporate entity, public agency, authority or utility.

(f) grant easements for public utilities or other public purposes consistent with the intended use of the common area.

(g) levy and collect assessments as more fully outlined in the Declaration.

(h) purchase insurance as outlined in the Declaration.

(i) appoint an Architectural Control Committee.

(j) appoint arbitrators to resolve party wall disputes.

(k) 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 Bylaws or the Articles of Incorporation.

(l) enforce and administer the Declaration of Covenants, Conditions and Restrictions recorded as affecting the properties.

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

(a) act within thirty (30) days upon any request for approval or disapproval submitted pursuant to the Declaration of Covenants, Conditions and Restrictions.

(b) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to Vote;

(c) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(d) prepare a roster of the properties and the assessments applicable thereto.

(e) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.

(f) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(g) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same.

(h) furnish a certificate upon demand, and for a reasonable charge, signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

(i) maintain an adequate reserve fund for maintenance, repairs, and replacement of any elements of the common or limited common areas which must be replaced on a regular basis.

j) cause a Reserve Analysis to be conducted no less frequently than every six years; and review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years pursuant to Utah Code 57-8a-211, as may be amended from time to time.

ARTICLE IX  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices The officers of this Association shall be a President and Vice-President, Secretary and Treasurer who shall at all times be members of the Board of Directors and such other officers as the Board may from time to time create by resolution. The Secretary and Treasurer offices may be held by one officer.

Section 2. Election of Officers Immediately following the Annual Meeting, the new Board of Directors, who will be in office beginning January 1, will meet in closed session to elect new Board Officers for the new year. The procedure to elect new officers will be determined by a vote of the majority of the new Board. New officers will be announced immediately after the closed session to elect new Board Officers.

Section 3. Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or 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 a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, or any officer of the Board. Such resignation shall take effect on the date of receipt of such notice, or at any time specified therein, and unless otherwise necessary to make it effective.

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

Section 7. Multiple Offices The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 4 of this Article.

Section 8. Duties The duties of the officers are as follows:

(a) PRESIDENT The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments.

(b) VICE-PRESIDENT The vice-president shall act in the place 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 by the Board.

(c) SECRETARY The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and 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 disburse such funds as directed by resolution of the Board of Directors; maintain a roster of properties, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the

Directors of members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the members at said meeting. The Treasurer will cause a review of the Association's books to be made by an external Certified Public Accountant every five (5) years. If, during the review, the Certified Public Accountant sees something of concern, the Board will be advised that a full audit is recommended and will seek Board approval authorizing said audit.

(e) SIGNATURES ON CHECKS All checks must have at least two signatures. At least one signatory must be an authorized board member as determined by a majority of the Board. One authorized signatory may be the Property Management Company as determined by a majority of the Board.

Section 9. Compensation No salary or other compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefor.

#### ARTICLE X FINANCIAL MATTERS

Section 1. Depositories The Board of Directors shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by a majority of the Board.

Section 2. Contracts: Management Contract The Board of Directors may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

Section 3. Fiscal Year The fiscal year of the Association shall be determined by the Board of Directors of the Association.

Section 4. Annual Report The Board of Directors shall present at the annual meeting of the members the report of the treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Directors shall provide all members, at the expense of the Association, copies of said annual budget and statement of income and expense.

Section 5. Books and Records The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, the Declaration and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by



him/her as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him/her in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or officer of the Association may otherwise be entitled by law.

ARTICLE XII  
COMMITTEES

Section 1. Architectural Control Committee an Architectural Control Committee composed of three or more representative's may be appointed by the Directors.

Section 2. Additional Committees in addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII  
CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words "Sun Country Meadows South Townhomes Association," the year of its incorporation, and a notation that the Association is Non-Profit.

ARTICLE XIV  
RULES AND REGULATIONS

The Board of Directors shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the property, equipment, facilities and utility systems of the Association, and the Board of Directors may alter from time to time such rules and regulations. The members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees and others over whom they may exercise control or supervision.

ARTICLE XV  
AMENDMENTS

Section 1. Amendments These bylaws may be altered, amended, repealed or added to by the vote of the Board of Directors of the Association at any regular meeting of said Board, or at a special meeting called for that purpose. These Bylaws and any amendments thereto may be amended, altered or replaced by a majority of the members (60 members) at any annual or special meeting of the members.

Section 2. Conflicts In case of any conflict between the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or these Bylaws, the Declaration shall be of primary authority, the Articles secondary and the Bylaws subject thereto.

STATE OF UTAH            )  
COUNTY OF WASHINGTON)

EXHIBIT A

These Bylaws of Sun Country Meadows South Townhomes affects the following real property, all located in Washington County, State of Utah:

All of the lots according to the Official Plat for Sun Country Meadows South, Phase I, filed in the records of the Washington County Recorder on January 4, 1990, as Entry No. 358945, in Book 546, at Page 452; (Affecting parcel nos.: SG-SCMST-1-1 through SG-SCMST-1-3; and SG-SCMST-1-12 through SG-SCMST-1-17)

All of the lots according to the Official Plat for Sun Country Meadows South, Phase II, filed in the records of the Washington County Recorder on February 9, 1990, as Entry No. 360477, in Book 549, at Page 797; (Affecting parcel nos.: SG-SCMST-2-4 through SG-SCMST-2-11; SGSCMST-2-18 through SG-SCMST-2-31)

All of the lots according to the Official Plat for Sun Country Meadows South, Phase III, filed in the records of the Washington County Recorder on August 8, 1990, as Entry No.369338, in Book 569, at Page 364; (Affecting parcel nos.: SG-SCMST-3-32 through SG-SCMST-3-61)

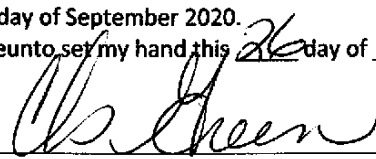
All of the lots according to the Official Plat for Sun Country Meadows South, Phase IV, filed in the records of the Washington County Recorder on January 28, 1991, as Entry No. 378192, in Book 588, at Page 783; (Affecting parcel nos.: SG-SCMST-4-62 through SG-SCMST-4-119)

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

Certification

I, the undersigned, do hereby certify:

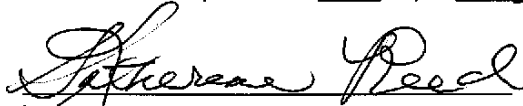
1. I am the duly elected President of the Sun Country Meadows South Townhomes Association, a Utah Non-Profit Corporation, described as SG-SCMST, with the Washington County, Utah Recorders Office.
2. The foregoing Bylaws constitute the Bylaws of said Corporation as duly adopted at a meeting of the Board of Directors hereof, held on the 26<sup>th</sup> day of September 2020.
3. IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of OCTOBER, 2020.

ACTING   
 \_\_\_\_\_  
 President

Certification

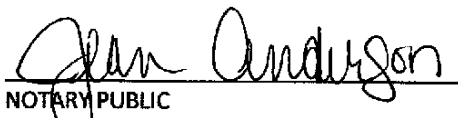
I, the undersigned, do hereby certify:

1. I am the duly elected Secretary of the Sun Country Meadows South Townhomes Association, a Utah Non-Profit Corporation, described as SG-SCMST, with the Washington County, Utah Recorders Office.
2. The foregoing Bylaws constitute the Bylaws of said Corporation as duly adopted at a meeting of the Board of Directors hereof, held on the 26<sup>th</sup> day of September 2020.
3. IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of October, 2020.

  
 \_\_\_\_\_  
 Secretary

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 26 day of October, 2020, before me personally appeared  
Christine Green and Katherine E Reed, personally known to me  
 or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding  
 document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 Address: 1224 S River Rd. St George UT 84790  
 My Commission Expires 9/27/2021

