

Bylaws Page 1 of 25

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Northbridge Homeowners Association

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After Recording mail to:
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St. George, UT 84770

AMENDED AND RESTATED BYLAWS
OF
NORTHBRIDGE
HOMEOWNERS ASSOCIATION

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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AMENDED AND RESTATED BYLAWS
OF
NORTHBRIDGE
HOMEOWNERS ASSOCIATION

ARTICLE I
NAME, LOCATION, AND PURPOSE

Section 1. Name. The name of the corporation is NORTHBRIDGE HOMEOWNERS ASSOCIATION (the "Association").

Section 2. Principal Office. The principal office of the Association shall be located at 1224 S River Rd., Ste. A205, St. George, UT 84790, but 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. The Board may also change the location of the principal office of the Association.

Section 3. Purpose. These Amended and Restated Bylaws of Northbridge Homeowners Association (the "Bylaws") are adopted by vote of a majority or more of the Members at a meeting at which a quorum of the Members was present. These Bylaws are for the regulation and management of the affairs of the Association, to which reference is made in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Northbridge Estates and Subdivision, recorded in the official records of the Washington County Recorder, State of Utah, on October 9, 2009, as Document No. 20090038974, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Lots within the Property.

These Bylaws amend, restate, wholly replace, and substitute for the following:

- Bylaws of Northbridge Homeowners Association, Inc., executed on July 31, 2007; and
- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Washington County Recorder.

Section 4. Controlling Laws and Instruments. These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code § 16-6a-101, et seq.) ("Nonprofit Act") and the Community Association Act (Utah Code § 57-8a-101, et seq.) ("Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association ("Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time. Where these Bylaws differ from the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of either the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

Section 5. Registered Office and Agent. The Acts require that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office

is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the Association at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

ARTICLE II DEFINITIONS

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

Section 1. “Reserved”

Section 2. “Board of Directors” or “Board” means and refers to the Board of Directors of the Association, which shall have the powers and duties delegated to it by the Declaration, the Articles, and these Bylaws.

Section 3. “Common Area” means and refers to all real property (including the improvements thereto) owned or hereafter acquired by the Association for the common use and enjoyment of the Members and includes that portion of Property owned by the Association, shown on the Plats as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners and is not dedicated for the use of the general public, except as specifically determined by the Board. Specifically exempted from Common Area are Lots and dedicated public streets, if any that are identified on the Plat. Common Area shall also include all land in which the Association has an easement right.

Section 4. “Conveyance” means and refers to an actual conveyance of fee title to any Lot to any owner by a warranty deed or other document of title.

Section 5. “Declarant” means and refers to NORTHBRIDGE DEVELOPMENT, LLC, a Utah limited liability company, and its heirs, successors, and assigns (references herein to the Declarant are for historical purposes and context).

Section 6. “Declaration” means and refers to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Northbridge Estates and Subdivision applicable to the Property recorded in the office of the Recorder of Washington County, State of Utah, and any amendments, restatements, or supplements thereto, which are recorded in the office of the Washington County Recorder.

Section 7. “Reserved”

Section 8. “Association” means and refers to the NORTHBRIDGE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, and its successors and assigns.

Section 9. “Home” or “Living Unit” means and refers to a structure which is designated and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned and which are used in conjunction with such

residence. Multiple family dwellings are not included in this definition and are not allowed in the Project.

Section 10. "Lot" means and refers to a separately numbered and individually described plot of land shown upon the Plats designated as a Lot for private ownership, but specifically excludes the Common Area.

Section 11. "Member" means and refers to every person or entity holding membership in the Association.

Section 12. "Owner" or "Lot Owner" means and refers to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 13. "Property," "Properties," or "Project" means and refers to that certain real property described in Exhibit A attached hereto and included herein by this reference.

ARTICLE III MEMBERS

Section 1. Members. A "Member" is the person or, if more than one (1), all persons collectively, who constitute the Owner of a Lot within the Property.

Section 2. Memberships Appurtenant. Each membership shall be appurtenant to the fee simple title to a Lot. The person or persons who constitute the owner of fee simple title to a Lot shall automatically be the holder of the membership appurtenant to that Lot and the membership shall automatically pass with fee simple title to the Lot.

Section 3. Members' Voting Rights. Subject to the provisions in the Declaration and the Articles, the Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Lots located in Northbridge Estates and shall be entitled to two (2) votes per Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be treated as one (1) Member and votes for each Lot may only be cast together and may not be split for any reason. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more or less than two (2) votes be cast with respect to any Lot in Northbridge Estates.

(b) Class B. Class B Members shall be all Owners of Lots located in Northbridge Subdivision and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be treated as one (1) Member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot in Northbridge Subdivision.

Section 4. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

Section 5. Transfer of Membership on Association Books. Transfer of membership shall be made on the books of the Association only upon the presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous owner of the membership as the owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the Members shall be held on dates selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday or weekend day, the meeting will be held on 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 the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Members entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members 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, at least fifteen (15) and not more than sixty (60) days before such meeting (plus any time added to effectuate delivery under Article XIV, Section 9) to each Member entitled to vote thereat, 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. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of Membership, as provided in the Declaration, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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.

Section 5. 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.

Section 6. Record Date/Members List.

(a) The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 6(b) below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

(b) Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (i) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (ii) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. A determination of members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote.

(c) The Association shall only be required to prepare a list of the names of the Members as provided for in Article XI.

Section 7. Ballots at Meetings. A written ballot may, upon the election of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person, by proxy, or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Article IV, Section 8, and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

Section 8. Ballot Without a Meeting and Electronic Voting. The Association may, upon the election of the Board or upon specific request of a Member for a special meeting of the Members, utilize ballots without a meeting to take any action that may be taken at any annual, regular, or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (i) the time by which all ballots must be received has passed so that a quorum can be determined and (ii) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(a) All solicitations for votes by written ballot shall: (i) set forth each proposed action; (ii) provide for an opportunity to vote for or against each proposed action; (iii) indicate the number

of responses needed to meet the quorum requirements; (iv) state the percentage of approvals necessary to approve each matter other than the election of Directors; (v) specify the time by which a ballot must be received by the Association in order to be counted; and (vi) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

(b) Any written ballot shall comply with the requirements in this Section and shall be counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

(c) Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (i) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (ii) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (iii) considering all the circumstances, the amount of time is otherwise reasonable.

(d) The Association and its members, by adoption of these Bylaws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Article IV, Section 15.

Section 9. Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after the earlier of (i) the day after the meeting of the Members for which the proxy was expressly submitted; or (ii) eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

Section 10. Written Consents Without a Meeting. Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one (1) or more written consents, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronic transmission or other form of communication providing the Association with a complete copy of the written

consent, including: (a) the date the written consent was sent and (b) the signature (including electronic signatures as provided in Article IV, Section 15).

Section 11. Vote Required at Members' Meetings. At any meeting where a quorum is present, action on a matter, other than the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws. In the case of elections to the Board, a quorum is not required and when there is more than one (1) candidate, the person or persons receiving the highest number of votes shall be elected.

Section 12. Order of Business. Unless otherwise changed by resolution of the Board or the Members, the order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

Section 13. Expenses of Meetings. The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

Section 14. Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 15. Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code § 46-4-201 a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e., an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

ARTICLE V
BOARD OF DIRECTORS: SELECTION. TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who must be Members of the Association.

Section 2. Term of Office.

At each annual Meeting of the Members, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two (2) less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years.

Directors newly elected at the annual meeting of the Members shall take office immediately. Newly elected Directors are invited to attend Board meetings to familiarize them with the Association procedures prior to taking office. Only Members who are not in violation of the Declaration, these Bylaws or Association rules and regulations shall be eligible to run for a position on the Board.

In an election of multiple Directors, that number of candidates equaling the number of Directors to be elected having the highest number of votes cast in favor of their election, are elected to the Board. When only one (1) Director position is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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 reasonable expenses incurred in the performance of his duties.

Section 5. Shares of Stock and Dividends Prohibited. The Association shall not have, or issue shares of stock and no dividends shall be paid, and no part of the income or profit of the Association shall be distributed to its Members, Directors, or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

Section 6. Loans to Directors, Officers, and Members Prohibited. No loan shall be made by the Association to its Members, Directors, or officers, and any Director, officer, or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by Members of the Association contacting the Association's property management company at least forty-five (45) days in advance of the annual meeting. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Members, present in person, by ballot, or by proxy, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. 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. Regular meetings of the Board shall be held as determined by the Board without notice at such place and hour as may be fixed from time to time by resolution of the Board. 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 shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days' written notice to each Director (plus any time added to effectuate delivery under Article XIV, Section 9).

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 present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings/Member Right to Participate. Except as provided in Article VII, Section 5, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this Section shall affect the validity or enforceability of an action of the Board.

Section 5. Closed Meetings. The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment

or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which the Confidential Matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

Section 6. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Article XIV, Section 9), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Article XIV, Section 9) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

Section 7. Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section, Directors may not vote or otherwise act by proxy.

Section 8. Telecommunications. The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting. If a Director is to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Owners entitled to notice of the Board meeting under Article VII, Section 6, to participate by the available electronic means.

Section 9. Action of Directors Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such approval may be provided by electronic communication. Any action so approved shall be in accordance with § 16-6a-813 of the Nonprofit Act and have the same effect as though taken at a meeting of the Directors. The form attached hereto as Exhibit B may be utilized by the Board when taking action without a meeting.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised for the Association all of the powers, rights, and authority of the Association not reserved to Members in the Declaration, the Articles, these Bylaws, or the Acts. Without limiting the foregoing statement of general powers or the powers of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their tenants, lessees, guests, or invitees thereon, and to establish, impose, assess, and collect fines and penalties for the infraction thereof.

(b) Suspend the voting 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. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board.

(e) Employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties.

(f) Exercise such emergency powers as provided for in the Acts.

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

(a) Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their tenants, lessees, guests, or invitees thereon, and to establish, impose, assess, and collect fines and penalties for the infraction thereof.

(b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

(c) Pursuant to the Declaration, establish the annual assessment period and fix the amount of the annual base assessment against each Member for each Lot owned at least thirty (30) days in advance of each annual assessment.

(d) Send written notice of each assessment to every Owner subject thereto.

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the Owner personally obligated to pay the same.

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(g) Procure and maintain liability and such other insurance on property owned by the Association.

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(i) Cause the Common Area to be maintained, preserved, and kept in good repair.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be Members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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, be removed, or otherwise 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. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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. Multiple Offices. The offices of president and secretary 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 offices 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; see that orders and resolutions of the Board are carried out; and 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 exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board. The duties of the secretary may be delegated to a property management company.

(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; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. The duties of the treasurer may be delegated to a property management company.

ARTICLE X COMMITTEES

Section 1. Appointment of Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of two (2) or more Members of the Association and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board in the management of the Association, except authority with respect to those matters specified in the Acts as matters which such committee may not have and exercise the authority of the Board.

Section 2. General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

ARTICLE XI
BOOKS AND RECORDS

The Association shall comply with all record keeping and production requirements of Utah Code §§ 16-6a-1601, et. seq., and § 57-8a-227.

ARTICLE XII
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, or at such other rate as the Board shall establish from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney 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 the non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII
AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, by ballot, or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and on the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

Section 2. Right of Indemnification. The Association shall indemnify any Director, officer, employee, fiduciary, and agent (including without limitation the property manager) to the fullest extent allowed the Acts, or any replacement sections thereof.

Section 3. Authority to Insure. The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary, and agent against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

Section 4. Annual Corporation Reports. The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

Section 5. Limited Liability. The Association, the Board, the Architectural Control Committee, and any agent or employee of the Association, the Board, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

Section 6. Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 7. Checks, Drafts, and Documents. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 8. Execution of Documents. The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, 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 to render it liable for any purpose or in any amount.

Section 9. Manner of Giving Notice. Notwithstanding any other provision in the Declaration, Articles, Bylaws, or rules and regulations, the Association may provide notice to Owners orally or by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

(a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;

(b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (i) when received; (ii) six (6) days after it is mailed; or (iii) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;

(c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;

(d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;

(e) when hand delivered, the notice is deemed effective immediately upon delivery;

(f) when notice is given orally, the notice is deemed effective when communicated; or

(g) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

Section 10. Severability. Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 11. Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah law to the contrary, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Governing Documents.

[SIGNATURES ON FOLLOWING PAGE]

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Northbridge Homeowners Association, a Utah nonprofit corporation ("Association"); and
2. The foregoing Amended and Restated Bylaws constitute the Bylaws of the Association duly adopted by the Members of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 4th day of May, 2023

NORTHBRIDGE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

Gary U. Rogers
By: GARY U. ROGERS
Its: President

State of Utah)

County of Washington)
:ss.

On this 4th day of May, 2023, before me personally appeared Gary U. Rogers, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of the Northbridge Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



Karli W. Bueno
Notary Public

Exhibit A
(Legal Description)

These Amended and Restated Bylaws of Northbridge Homeowners Association affect the following real property, all located in Washington County, State of Utah:

Northbridge:

All of Lots 1 through 4, Lot 5-A, Lots 6-A-1 through 8-A-1, Lots 9 through 29, Lot 30-A, and Lot 31, together with all Common Area, Northbridge 1 Amd & Ext (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NB-1-1 through W-NB-1-4
PARCEL: W-NB-1-5-A
PARCEL: W-NB-1-6-A-1 through W-NB-1-8-A-1
PARCEL: W-NB-1-9 through W-NB-1-29
PARCEL: W-NB-1-30-A
PARCEL: W-NB-1-31

All of Lots 32 through 71, Lot 72-A, Lot 73, and Lots 77 through 80, together with all Common Area, Northbridge 2 Amd & Ext (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NB-2-32 through W-NB-2-71
PARCEL: W-NB-2-72-A
PARCEL: W-NB-2-73
PARCEL: W-NB-2-77 through W-NB-2-80

All of Lots 81 through 84, Lot 85-A, Lot 86-A-1, Lot 87-A, and Lots 88 through 103, together with all Common Area, Northbridge 3 Amd & Ext (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NB-3-81 through W-NB-3-84
PARCEL: W-NB-3-85-A
PARCEL: W-NB-3-86-A-1
PARCEL: W-NB-3-87-A
PARCEL: W-NB-3-88 through W-NB-3-103

Northbridge Estates:

All of Lots 201 through 207, Lot 208-A, Lot 208-B, and Lots 209 through 212, together with all Common Area, Northbridge Est 1 Amd & Ext (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NBE-1-201 through W-NBE-1-207
PARCEL: W-NBE-1-208-A
PARCEL: W-NBE-1-208-B
PARCEL: W-NBE-1-209 through W-NBE-1-212

All of Lots 228 through 242, Lot 243-A, Lots 244 through 246, and Lots 247-A through 248-A, together with all Common Area, Northbridge Est 2 (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NBE-2-228 through W-NBE-2-242
PARCEL: W-NBE-2-243-A
PARCEL: W-NBE-2-244 through W-NBE-2-246
PARCEL: W-NBE-2-247-A through W-NBE-2-248-A

All of Lots 213 through 226, together with all Common Area, Northbridge Est 3 (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-NBE-3-213 through W-NBE-3-226

Exhibit B
(Action without a Meeting Form)

Notice of Proposed Action Without a Meeting of the Board of Directors
Pursuant to Utah Code Section 16-6a-813
(Email Communication)

1. Stipulations: All Board members stipulate that this email communication and any response by email will be deemed a written communication and the email address of each Board member will act as their signature to the communication. Any response must be sent by a "reply to all." A response sent to all Board members in this email communication will be deemed a written response received by the Association.

2. Proposed Action: The following Action is proposed to be taken:

3. Response Options: Each Board member may respond to the proposed action in one of the following three ways (or language which is clear and the equivalent of the following):
 - a. Reply all via email stating, "I vote in favor of the proposed action."
 - b. Reply all via email stating, "I abstain from the vote on the proposed action."
 - c. Reply all via email stating, "I object to the proposed action being taken without a meeting."

4. Time to Respond: This Notice must be responded to by not later than the ____ day of _____, 20____, by _____ .m., Utah time.

5. Effect of Untimely Response: An untimely response will have the following effect:
 - a. abstaining from the vote on the proposed action; and
 - b. failing to timely demand the proposed action not be taken without a meeting.

6. When Action is Deemed Taken: The proposed action is taken only if at the end of the time stated in paragraph No. 4:
 - a. the affirmative votes are timely received and not timely revoked, which votes equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and
 - b. there has not been received a demand pursuant to paragraph 3(c) that the action not be taken without a meeting, unless such demand has been revoked by the time stated in paragraph 4.

7. Right to Revoke: A Director who has voted, abstained, or demanded the action not be taken without a meeting pursuant to paragraph 3 and/or 5 may revoke the vote, abstention, or demand that the action not be taken without a meeting by sending a follow up reply email by the time set forth in paragraph 4 and stating the revocation and stating the desired response option provided for in paragraph 3.
8. Effective Date: The effective date of the Action deemed taken under paragraph 6 shall be the date and time set forth in paragraph 4, unless a later date and time for the effective date is specified in the proposed Action to be taken in paragraph 2.
9. Conditions for Email Communications:
 - a. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this action if the email is delivered with information from which the Board, as parties to the email communication can determine:
 - i. that the electronic transmission is transmitted by the Director; and
 - ii. the date on which the email is transmitted.
 - b. The date on which the email is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed.
 - c. For purposes of this proposed Action, email communications to Board are not effective until received.
10. Statutory Effect: Pursuant to Utah Code Section 16-6a-813 action taken pursuant to this email communication has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.
11. Minutes: Notwithstanding the statutory effect provided for in paragraph 10, at the next regular Board meeting any action taken pursuant to this email communication and action without a meeting shall be announced at the meeting and recorded in the minutes of the Board. No action taken without a meeting shall be deemed void or ineffective if not announced at the next Board meeting or if not included in the Board minutes, or both.