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**AMENDED AND RESTATED BYLAWS  
OF  
BELLA VISTA AT STONE MOUNTAIN OWNERS 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  
BELLA VISTA AT STONE MOUNTAIN OWNERS ASSOCIATION**

**ARTICLE 1  
PURPOSE, LOCATION OF OFFICES, AND CONTROLLING LAWS**

1.1. Purpose. These Amended and Restated Bylaws of Bella Vista at Stone Mountain Owners Association (the "Bylaws") are altered, amended, repealed, or added to by the vote of the Board of the Directors at any regular meeting of the Board or at a special meeting called for that purpose. These Bylaws are for the regulation and management of the affairs of Bella Vista at Stone Mountain Owners Association, a Utah nonprofit corporation (the "Association"), to which reference is made in the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for Bella Vista at Stone Mountain, recorded in the official records of the Washington County Recorder, State of Utah, 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 Bella Vista at Stone Mountain Owners Association, signed on or about December 2006; and
- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Washington County Recorder.

1.2. Principal Office. The principal office of the Association shall be at 20 N Main St., Ste. 100, St. George, UT 84770. The location of the principal office may be changed by resolution of the Board.

1.3. Registered Office and Agent. The Acts require that the Association have and continuously maintain a registered office and a registered agent in Utah. 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 with the Division in accordance with the Nonprofit Act.

1.4. Controlling Laws and Instruments. These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code §§ 16-6a-101 et seq.) (the "Nonprofit Act") and the Community Association Act (Utah Code §§ 57-8a-101 et seq.) (the "Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association (the "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. If these Bylaws conflict with the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

1.5. Declarant Exemption. During the Period of Administrative Control, as defined in the Declaration, the Declarant may appoint the declarant's officers, employees, or agents as members of the Board and is exempt from the Rules and Regulations and the rulemaking procedure.

## **ARTICLE 2** **DEFINITIONS**

Except as otherwise provided herein, the definitions set forth in the Act, the Declaration, and the Articles and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws.

## **ARTICLE 3** **MEMBERSHIP AND VOTING RIGHTS**

3.1. Membership. Each Owner of a Lot within the Property shall be a Member of the Association by virtue of the Declaration. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

3.2. Voting Rights. Voting rights are provided for in the Declaration.

3.3. 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, or nominee of a Member, pursuant to the terms of the Articles and these 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, or the person nominating said person qualified 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.

3.4. Suspension of Membership. The rights of membership are subject to the payment of assessments levied by the Association. If a Member fails to make payment of any 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 until such assessment has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any published Rules and Regulations established by the Board governing the use of the services, facilities, or equipment of the Association, for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments and for violation of any use restriction, any suspension of the rights of Membership shall be pursuant to notice and hearing as provided in Article 18.

3.5. 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 put in writing, be final.

**ARTICLE 4**  
**MEETINGS OF MEMBERS**

4.1. Annual Meetings. Annual meetings of the Members for the election of Directors, the presentation of the annual financial report of the Association, and for the transaction of such other business as the Board may determine, shall be held each year on a date and time established by the Board and specified in the notice of meeting.

4.2. 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 Members who are entitled to vote twenty-five percent (25%) of all votes. Notwithstanding Utah Code § 46-1-101 et seq., any written request for a special meeting must have the original signature of each requesting member (including the date signed), include the purpose of the special meeting requested, and be delivered to the Board. The Board shall then call, provide notice of, and conduct a special meeting within forty-five (45) days of receipt of the request.

4.3. Notice of Member Meetings. Written notice stating the place, day, and hour of any meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting (plus any time added to effectuate delivery under Section 17.1). The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter that it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, a party related to a Director, or an entity in which the Director is a trustee or has a financial interest (as set forth in § 16-6a-825 of the Nonprofit Act), if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a "proceeding" as defined in § 16-6a-102 of the Nonprofit Act; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the Properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth in Section 17.1) by the secretary or president at least ten (10) days before the Association gives notice of the special meeting (plus any time added to effectuate delivery as set forth in Section 17.1). The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

4.4. 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.

4.5. Quorum.

4.5.1. Quorum Requirements Generally. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, the presence at the meeting of Members, in person, by ballot, or by proxy, entitled to cast twenty percent (20%) of all the votes of the membership shall constitute a quorum 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.

4.5.2. Quorum Requirement for Assessments. In case of a meeting to change the maximum of assessments or to levy a special assessment, presence at the meeting of Members, in person, by ballot, or by proxy, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. 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.

4.6. Proxies. At all meetings of Members, each Member may vote in person, by ballot, 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 of a Lot by the Member.

4.7. 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 or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

4.8. Action by Written Ballot.

4.8.1 Action Without a Meeting. The Association may, upon a determination 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 if the Association delivers a written ballot to every Member entitled to vote on the matter. Approval by written ballot shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) 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.

4.8.2 Ballots at Meetings. A written ballot may, upon a determination 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 or by written ballot delivered by a Member to the Association in lieu of attendance at the meeting. Any written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

4.8.3 Ballot Content. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

4.8.4 Solicitation for Votes by Written Ballot. All solicitations for votes by written ballot shall (a) identify each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements, (d) state the percentage of approvals necessary to approve each matter other than the election of Directors, (e) specify the time by which a ballot must be received by the Association in order to be counted, and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

4.8.5 Ballot Deadline. 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 (a) 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; (b) 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 (c) considering all the circumstances, the amount of time is otherwise reasonable.

4.9. Procedure. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer.

4.10. Place of Meetings. The Board may designate the place of any annual or special meeting of the Members by stating or fixing such place pursuant to resolution, provided, however, that such place must be within Washington County, State of Utah. If no designation is made by the Board, annual and regular meetings shall be held at the Association's principal office.

4.11. Record Date/Members List.

4.11.1 The record dates for determining the Members entitled to notice of or to vote at any meeting of the Members or for determining the Members entitled to exercise any rights in respect of any other lawful action shall be the dates in Subsection 4.11.2 unless, before sending notice, the Board fixes a record date by resolution.

4.11.2 The record date for determining the 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 before the day notice is given, or, if notice is waived, at the close of business on the business day before the day of the meeting. 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 determining the Members entitled to exercise any rights in respect of any other lawful action are the Members of the Association at the later of (a) the close of business on the day the Board

adopts the resolution relating to the exercise of the right or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A determination of the Members entitled to notice of or to vote at a meeting of the 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.

4.11.3 A record date fixed under this Section shall not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs.

4.11.4 The Association shall only be required to prepare a list of the names of the Members as provided for in Subsection 13.1.3.

4.12. Electronic Voting. Voting by electronic means shall be permitted, and ballots may be signed electronically as provided for in Section 4.17.

4.13. 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 officer or other person authorized to tabulate proxy votes or ballot votes: (i) a writing stating that the proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall be automatically revoked when a Member conveys or transfers the Member's Lot and the Member's membership is transferred of the membership on the books of the Association. No proxy shall be valid after the earlier of (a) the day after the meeting of the Members for which the proxy was expressly submitted; or (b) 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 casting a ballot does not affect the right of the Association to accept the proxy or count the ballot unless the secretary or other officer or agent authorized to tabulate votes receives notice of the death or incapacity before the proxy is exercised or the ballot is counted.

4.14. Written Consents Without a Meeting. Unless prohibited by the Articles, any action required to be taken or that 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. A Director 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 4.14 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 that provides 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 Section 4.17).

4.15. Telecommunications and Electronic Meetings. At the election of the Board, annual, regular, or special meetings of the Members may be conducted either in person or through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. If a meeting is conducted by means of telecommunication, then all Members participating in said meeting are considered to be present in person at the meeting.

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

4.17. 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 in this Section, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. And 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 5**

### **BOARD OF DIRECTORS**

5.1. Qualifications. It is the Association's preference to have a Board consisting of Association Members. However, in the event that three (3) Association Members are unwilling to serve, there may be two (2) classes of Directors: Member Directors and Non-Member Directors. Regardless of class of director, all Directors must be natural persons of at least eighteen (18) years of age or older.

The two (2) classes of Directors are subject to the following additional qualifications:

5.1.1 Member Directors. Member Directors must be Members of the Association. In the case of multiple co-Owners or Owners not natural persons, their designees.

5.1.2 Non-Member Directors. Non-Member Directors must not be Members of the Association and may only serve in the event three (3) Member Directors are unwilling to serve.

The Association may, through the Governing Documents or the Board's internal procedures, disqualify an individual from serving as a director because the individual has been convicted of a felony or is a sex offender.

5.2. Number. The affairs of this Association shall be managed by a Board of three (3), five (5), or seven (7) Directors. So long as Declarant owns a Lot within the Property, Declarant shall appoint the Board. In the event Non-Member Directors become necessary, the Board shall consist of only three (3) Directors.

5.3. Term of Office. After the Period of Administrative Control, at the Association annual meeting, the Members shall elect Directors for terms of three (3) 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. In the initial election of Directors, the

method of election shall provide that the term of an odd number of Directors (at least two (2) 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. In the initial election of Directors after the Period of Administrative Control, at least a majority of the number of Directors shall be Members. Thereafter, if there are not at least three (3) Member Directors willing to serve, all Directors may be Non-Member Directors.

5.4. Removal and Resignation. Any Director may be removed from the Board with 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 otherwise determined by the Board. In the event of death, resignation, or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor or until special election of a successor.

Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board stating the effective date of such resignation. Board acceptance is unnecessary for a resignation to be effective. A person who resigns may deliver to the Division a statement that contains the person's name, the Association's name, information sufficient to identify the report or other document on file with the Division in which the person is named as a Director, and the date on which the person ceased to be a Director.

5.5. Compensation. No Member Director shall receive compensation for any service the Member Director may render to the Association. However, a Director may be reimbursed for actual expenses incurred in the performance of Director duties. Non-Member Directors may receive compensation for any service the Non-Member Director may render to the Association and may be reimbursed for actual expenses incurred in the performance of Director duties.

5.6. Conflicting Interest Transactions. To avoid conflicting interest transactions, the following procedure shall apply:

5.6.1. A Director is a "conflicted Director" if the Director proposes (a) to accept a gift from a vendor or service provider to the Association; or (b) to enter into a contract to procure goods or services of any kind or of any value from a vendor or service provider in which that Director has a financial, professional, employment, or family relationship.

5.6.2. A conflicted Director may not accept a gift from a vendor or service provider to the Association unless (a) the conflicted Director has disclosed to the Board the prospective donor, the nature of the gift, and the value of the gift; and (b) the Board has authorized the receipt of the gift.

5.6.3. The Board may not enter into a contract to procure for the Association goods or services of any kind or of any value from a vendor or service provider involving a conflicted Director unless the Board has approved the transaction.

5.6.4. The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director by a vote of a majority of disinterested Directors at a meeting of the Board where a quorum is present.

5.6.5. A conflicted Director may be counted towards establishing a quorum for a meeting of the Board in which a decision to authorize the gift or the transaction is made, but the conflicted Director may not vote on the motion to authorize the gift or transaction.

5.6.6. The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director if the Board has determined that: (a) in the case of a gift, the gift is of such a nature and value that it would not reasonably be expected to cause the donor to exert an influence over the conflicted Director's judgment in voting on matters affecting the Association; or (b) in the case of a transaction for goods or services, the transaction is fair to the Association.

5.7. Board Action to Enforce Governing Documents. The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including whether to compromise a claim made by or against the Board or the Association and whether to pursue a claim for an unpaid assessment. The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (a) the Association's legal position does not justify taking any or further enforcement action; (b) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (c) a technical violation has or may have occurred and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (d) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides under this Section to forego enforcement, the Association is not prevented from later taking enforcement action. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. This Section does not govern whether the Association's action in enforcing a provision of the Governing Documents constitutes a waiver or modification of that provision.

## **ARTICLE 6**

### **ELECTION/APPOINTMENT OF DIRECTORS**

6.1. Application. Members interested and willing to serve as a Director may submit a written application to the Board at least ten (10) days prior to the annual meeting.

6.2. Election/Appointment. At each election for Member Directors, 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 and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The quorum requirements contained in Section 4.5 do not apply to the election of Directors. In the event that less than three (3) Member Directors are willing to serve, the remaining Member Director(s) shall appoint the Non-Member Director(s). In the event no Member Directors are willing to serve, the Association's Manager shall appoint three (3) Non-Member Directors. In the event the Association is self-managed, the last president shall appoint three (3) Non-Member Directors.

**ARTICLE 7**  
**MEETINGS OF DIRECTORS**

7.1. Regular Meetings. After the Period of Administrative Control, the Board will meet at least once a year prior to the annual Member meeting. Board meetings shall be held at such date, time, and place as may be determined by the Board. The next regular Board meeting after the annual meeting of the Members shall be for the purpose of appointing the officers for the following year.

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

7.3. 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, unless a greater number is required by law, the Articles, or these Bylaws.

7.4. Action Without a Meeting. The Board may take action without a meeting in accordance with § 16-6a-813 of the Nonprofit Act. And any action taken pursuant to that statute has the same effect as action taken at a Board meeting and may be described as an action taken at a Board meeting in any document. The form attached hereto as Exhibit B may be utilized by the Board when taking action without a meeting.

7.5. Place of Meetings. Regular or special meetings of the Board may be held in or out of the State of Utah.

7.6. Presence of Directors at Meetings. The Board may allow any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may hear each other during the meeting. A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting. If a Director wants to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Members entitled to notice of the Board meeting under Section 7.10 to participate by the available electronic means.

7.7. Open Board Meetings/Member Right to Participate. Except as provided in Section 7.8, 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 time for comments. 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.

7.8. 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 exclude the offending Director from any closed meetings at which that Confidential Matter is addressed and may create a committee to handle the Confidential Matter and exclude the offending Director from that committee.

7.9. Notice to Directors of Board Meetings. In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery as set forth in Section 17.1), by electronic means by or at the direction of the persons calling the meeting, to each Director. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or any waiver of notice of such meeting.

7.10. 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 Section 17.1), 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 in Section 17.1) 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.

7.11. 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 is 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, (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 7.11, Directors may not vote or otherwise act by proxy.

7.12. Adjournment of Board Meetings. Whether or not a quorum is present, the Directors present in person or represented by proxy at any meeting of the Board may adjourn the meeting without notice other than by an announcement at the meeting to a different date that is not more than thirty (30) days after the date of the original meeting. At any adjourned meeting that is held without notice other than an announcement at the preceding meeting, the quorum requirement

shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted that could have been transacted at the meeting as originally called.

7.13. Officers at Board Meetings. The president shall act as chairman, and the Board shall appoint a secretary to act at all meetings of the Board.

7.14. Waiver of Notice. A Director may waive any notice of a Board meeting before or after the time and date stated in the notice. If a Director may waive notice in writing, and if the Director does, the waiver shall be signed by the Director and delivered to the Association for filing with the corporate records. A written waiver may be communicated by electronic transmission, and the effectiveness of a written waiver may not be conditioned on the delivery and filing of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) after objecting, the Director does not vote for or assent to action taken at the meeting.

7.15. Expenses of Board Meetings. The Association shall bear the expenses of all regular and special meetings of the Board.

## **ARTICLE 8**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1. Powers. The Board shall have power and authority to:

(a) adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. The rules may supplement, clarify, and add detail to items otherwise addressed in the Declaration so long as the rules do not contradict the same. Except in the case of imminent risk of harm to a Common Area, a Limited Common Area, an Owner, a Lot, or a Residence, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if Member action to disapprove the rule or design criteria is taken in accordance with § 57-8a-217 of the Act. Rules should conform to the limitations in §§ 57-8a-217 and 218 of the Act.

(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 or Regulations, after notice and opportunity for a hearing, for a period of not to exceed sixty (60) days;

(c) employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not



limited to, community association managers, landscape architects, accountants, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Association;

(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 Members, 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) enter into agreements or leases which provide for use of the Common Areas and facilities by a similar association in consideration for use of the common areas and facilities of the other association, or for cash consideration;

(g) grant easements for public utilities or other public purposes consistent with the intended use of the Common Area;

(h) levy and collect assessments as more fully outlined in the Declaration;

(i) purchase insurance as outlined in the Declaration;

(j) appoint an Architectural Control Committee;

(k) appoint arbitrators to resolve party wall disputes;

(l) 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, the Articles, or the Declaration;

(m) enforce and administer the Declaration recorded as affecting the Property;

(n) exercise such emergency powers according to law.

8.2. Duties. It shall be the duty of the Board to act in the best interest of the Association and its Members by:

(a) acting in good faith to promote the best interests of the entire Association;

(b) making informed decisions regarding Association matters; and

(c) acting within the scope of the Board's authority.

**ARTICLE 9**  
**OFFICERS AND THEIR DUTIES**

9.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board, a secretary and a treasurer, who need not be Members of the Board nor of the Association, and such other officers as the Board may from time to time create by resolution.

9.2 Appointment of Officers. The appointment of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

9.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for three (3) years unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve. These term limits do not apply during the Period of Administrative Control.

9.4 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.

9.5 Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving 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 later time specified therein, and unless otherwise necessary to make it effective. An officer who resigns, is removed, or whose appointment has expired may file a statement with the Division in the same form as provided in Section 5.4.

9.6 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 being replaced.

9.7 Multiple Offices. The same person may hold the offices of secretary and treasurer. Otherwise, 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 9.4.

9.8 Duties. The officers and their duties are as follows:

(a) President. The president shall preside over Board meetings; facilitate the decision-making process; sign or delegate to an officer to sign contracts, checks, and other legal documents; and oversee Association activities. The president may prepare, execute, certify, and record amendments to the Governing Documents on behalf of the Association.

(b) Vice President. The vice-president shall act in the place and stead of the president in the event of 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 send notices of meetings; create meeting agendas; maintain the minutes of meetings; oversee Association documents and records; and perform such other duties as required by the Board. The secretary's duties may be delegated to a manager.

(d) Treasurer. The treasurer shall oversee the Association's financial operations; monitor income, expenses, and assessment collections; manage vendor payments; prepare the annual budget; and handle tax-related matters. The treasurer's duties may be delegated to a manager, subject to Section 12.1.

9.9 Compensation. No salary or other compensation for services shall be paid to any Member 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. A Non-Member officer may receive compensation for any service the Non-Member officer may render to the Association and may be reimbursed for actual expenses incurred in the performance of officer duties.

9.10 Bonds. The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

#### **ARTICLE 10** **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 the Director or officer 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 such person as such Director or officer, and the Association shall reimburse each such person for all legal expenses reasonably incurred by such person 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 such person's 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.

The Association may purchase and maintain liability insurance on behalf of any Directors, officers, employees, fiduciaries, and agents against any liability asserted against them and incurred by them in such capacity or arising out of their status as such, including liabilities for which they might not be entitled to indemnification under these Bylaws.

#### **ARTICLE 11** **COMMITTEES**

11.1. Architectural Control Committee. An Architectural Control Committee composed of two (2) or more representatives may be appointed by the Board as further set forth in the Declaration. So long as Declarant owns a Lot within the Property, Declarant shall appoint the Architectural Control Committee.

11.2. 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 Directors and which, unless otherwise provided in such resolution, except as otherwise provided in Section 7.8, shall make recommendations (but not final decisions) to the Board in the management of the Association.

11.3. 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 12** **FINANCIAL MATTERS**

12.1. Depositories. The Board shall select such depositories as it considers proper for the funds of the Association. All withdrawals against such deposited funds shall be reviewed for acceptance by the Board, and subsequently followed with an approval by persons specified by the Board.

12.2. Contracts; Management Contract. The Board 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, 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.

12.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

12.4. Annual Report. The Board 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 shall provide all Members, at the expense of the Association, copies of said annual budget and statement of income and expense. 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.

12.5. Compensation of Officers, Directors, and Members. No Director shall have the right to receive any compensation from the Association for serving as a Director except for reimbursement of expenses as may be approved by resolution of the disinterested Directors and except as may otherwise be approved by the Members. Officers, agents, and employees may receive such reasonable compensation as may be approved by the Board. Appointment of a person

as an officer, agent, or employee shall not, in itself, create any right to compensation. Compensation of Non-Member Directors/Officers is subject to Sections 5.1, 5.5, and 9.9.

12.6. Statement of Account. Upon written request of a Member and payment of ten dollars (\$10.00) (or a higher reasonable fee if allowed by the Association Act), the Association shall give, within ten (10) days after receiving the request (receipt by the Association deemed effective as set forth in Section 17.1), a written statement indicating any unpaid assessment with respect to the Member's Lot. The written statement is binding on the Association and any other Owners of the Lot in favor of any person who relies on the statement in good faith.

### **ARTICLE 13** **BOOKS AND RECORDS**

#### 13.1. Books and Records.

13.1.1. The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board; (b) a record of all actions taken by the Members or Board without a meeting; (c) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; and (e) the Governing Documents.

13.1.2. The Association shall maintain appropriate accounting records.

13.1.3. The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members in alphabetical order, by class, and showing the number of votes each Member is entitled to vote.

13.1.4. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

13.1.5. The Association shall keep a copy of each of the following records at its principal office: (a) the Governing Documents; (b) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (c) the minutes of all Member meetings for a period of three (3) years; (d) records of all actions taken by Members without a meeting for a period of three (3) years; (e) all written communications to Members generally as Members for a period of three (3) years; (f) a list of the names and business or home addresses of the Association's current Directors and officers; (g) a copy of the Association's most recent annual report filed with the Division; (h) all financial statements prepared for periods ending during the last three (3) years; (i) the most recent approved Board meeting minutes; (j) the most recent budget and financial report; (k) the most recent reserve analysis; and (l) the Association's certificate of insurance for each insurance policy the Association holds.

13.1.6. If the Association has an active website, the Association shall make the following documents available to Members, free of charge, through the website: (a) the Governing Documents, (b) the most recent approved minutes, and (c) the most recent budget and financial statement. If the Association does not have an active website, the Association shall make physical

copies of such documents available to Members during regular business hours at the Association's address registered with the Utah Department of Commerce.

13.2. Inspection of Records. The Association will provide only the documents required by Utah Code Sections 16-6a-1601 et seq. and 57-8a-227 for inspection.

13.2.1. A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 13.1.5: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

13.2.2. In addition to the rights in Subsection 13.2.1, a Director or Member is entitled to inspect and copy any of the other records of the Association described in Section 13.1: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 13.2.3; and (ii) gives the Association written demand.

13.2.3. A Director or Member may inspect and copy the records described in Subsection 13.2.2 only if: (a) the demand is made in good faith and for a proper purpose, (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect, and (c) the records are directly connected with the described purpose.

13.2.4. Notwithstanding the definition of "Member" in Section 3.1, for purposes of this Section only, a "Member" includes: (a) a beneficial owner whose membership interest is held in a voting trust and (b) any other beneficial owner of a membership interest who establishes beneficial ownership. "Proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

13.2.5. The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

13.2.6. This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots, (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association, or (c) the power of a court, independent of this Article 13, to compel the production of corporate records for examination.

13.2.7. A Director or Member may not use any information obtained through the inspection or copying of records permitted by Subsection 13.2.2 for any purposes other than those set forth in the demand made under Subsection 13.2.2.

13.2.8. The Association may redact the following information from any document the Association produces for inspection or copying: (a) a Social Security number, (b) a bank account number, or (c) any communication subject to attorney-client privilege.

13.2.9. In a written request to inspect or copy documents:

- (a) a Member shall include:
  - (i) the Association's name;
  - (ii) the Member's name, property address, and email address;
  - (iii) a description of the documents requested; and
  - (iv) any election or request described in Subsection (b).
  
- (b) a Member may:
  - (i) elect whether to inspect or copy the documents;
  - (ii) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
  - (iii) subject to Subsection 13.2.10, request that:
    - (A) the Association make the copies or electronic scans of the requested documents;
    - (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
    - (C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
    - (D) the Association email the requested documents to an email address provided in the request.

13.2.10. If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate, and the Member shall pay the Association the reasonable cost of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies or electronic scans, or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, Ten Cents (\$.10) per page and Fifteen Dollars (\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans. If a Member requests a recognized third-party duplicating service make the copies or electronic scans, the Association shall arrange for the delivery and pick up of the original documents, and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

13.2.11. Subject to Subsection 13.2.12, if in response to a Member's request to inspect or copy documents, the Association fails to comply with a provision of this Section, the Association shall pay:

- (a) the reasonable costs of inspecting and copying the requested documents;
  
- (b) for the Governing Documents, the most recent approved, minutes, and the most recent budget and financial statement, twenty-five dollars (\$25.00) to the Member

who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and

(c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

13.2.12. The Association is not liable for identifying or providing a document in error if the Association identified or provided the erroneous document in good faith.

13.3. Scope of Inspection Right. A Director's or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 13.1.3 by furnishing to the Director or Member a list of Directors or Members that complies with Subsection 13.1.3 and is compiled no earlier than the date of the Director's or Member's demand. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth in Section 17.1), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any.

13.4. Right to Inspect. Notwithstanding the other provisions of this Section 13.4, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a Member of the Association or that Member's agent.

**ARTICLE 14**  
**RESERVED**

**ARTICLE 15**  
**AMENDMENT**

These Bylaws may be altered, amended, repealed, or added to by the vote of the Board at any regular meeting of said Board or at a special meeting called for that purpose unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Board may not amend these Bylaws to require a greater quorum requirement or a greater voting requirement for Members without Member approval. These Bylaws and any amendments thereto may be amended, altered, or replaced by the Members at any annual or special meeting of the Members. Amendments to the Bylaws by the Members shall be made in accordance with the Acts.



**ARTICLE 16**  
**CONFLICTS AND INTERPRETATION**

16.1. Conflicts. In case of any conflict between the Declaration, the Articles, or these Bylaws, the Declaration shall be of primary authority, the Articles secondary, and the Bylaws subject thereto.

16.2. Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

**ARTICLE 17**  
**NOTICE**

17.1. Manner of Giving Notice. The Association may provide notice to Members orally or by electronic means, including text message, email, or the Association's website, except that a Member may, by written demand, require the Association to provide notice to that Member by mail. Members demanding that notice be mailed shall be charged for the related copies and postage as a single Lot assessment. Any notice required to be given shall be deemed effective and received upon the earlier to occur of the following:

(a) When sent by facsimile, notice is effective and deemed received when the sender receives a facsimile acknowledgment confirming delivery of the facsimile.

(b) When mailed by first-class mail and addressed to the most recent address of the recipient according to Association's records, notice is effective and deemed received 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, 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, notice is effective and deemed received 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, notice is effective and deemed received seventy-two (72) hours after it was posted.

(e) When hand delivered, notice is effective and deemed received immediately when delivered.

(f) When notice is given orally, notice is effective and deemed received when communicated if the communication is comprehensible.

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

**ARTICLE 18**  
**NOTICE AND HEARING PROCEDURE**

18.1 Association's Enforcement Rights. In the event of an alleged violation of the Declaration, the Articles, these Bylaws, or the Rules and Regulations of the Association by a Member or occupant ("Respondent"), the Board shall have the right, upon an affirmative vote of a majority of all Directors, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted by law or equity or under the provisions of the Declaration, these Bylaws, or the Rules and Regulations of the Association. The failure of the Board or the Architectural Control Committee to enforce the Rules and Regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies set forth and provided by law or equity or in the Declaration, these Bylaws, or the rules and regulations of the Association shall be cumulative, and none shall be exclusive.

18.2 Hearing.

(a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the rules and regulations of the Association, as set forth in the notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The Board may close the meeting to the general membership if the Board believes the discussion is likely to cause undue embarrassment or violate the individual's reasonable expectation of privacy.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the rules and regulations of the Association, or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board, and these matters shall be made a part of the record of proceedings.

(g) The Board may grant continuances on a showing of good cause.

(h) Whenever the Board has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board, the remaining Directors shall continue to hear and decide the case.

18.3 Decision. If a Respondent fails to appear at a hearing, the Board may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board, the Board may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board controlling. A copy of the notice of adjudication of the Board may be posted by the Board at a conspicuous place in the Property, and a copy shall be provided by the president of the Association to each person directly involved in the matter and his attorney, if any, in accordance with the notice provision(s) set forth in these Bylaws. The notice of adjudication may include (a) the terms of any disciplinary action; (b) the levy of any assessment or fine; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board of Directors. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the notice of hearing; or (b) ten (10) days after the hearing required herein.

*[signatures on following page]*

**CERTIFICATE OF PRESIDENT**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Bella Vista at Stone Mountain Owners Association, a Utah nonprofit corporation (“Association”); and
2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Board of the Association at a special meeting held on September 19, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 30 day of SEPT, 2024.

**BELLA VISTA AT STONE MOUNTAIN OWNERS  
ASSOCIATION,**  
a Utah nonprofit corporation

Dean Bawden  
By: DEAN BAUDEN  
Its: President

STATE OF UTAH )  
 ) :ss.  
COUNTY OF Salt Lake )

On this 30 day of September, 2024, personally appeared before me Dean Bawden, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of Bella Vista at Stone Mountain Owners 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.

Misty Ann Huber  
Notary Public

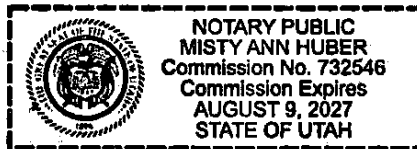


Exhibit A  
(Legal Description)

These Amended and Restated Bylaws of Bella Vista at Stone Mountain Owners Association affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 26, Lots 27-A through 28-A, and Lots 29 through 35, together with all Common Area, Bella Vista at Stone Mountain 1 Amd (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-1-1 through W-BVMT-1-26  
PARCEL: W-BVMT-1-27-A through W-BVMT-1-28-A  
PARCEL: W-BVMT-1-29 through W-BVMT-1-35

All of Lots 36 through 55, together with all Common Area, Bella Vista at Stone Mountain 2 (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-2-36 through W-BVMT-2-55

All of Lots 56 through 80, together with all Common Area, Bella Vista at Stone Mountain 3 (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-3-56 through W-BVMT-3-80

Exhibit B  
(Action without a Meeting Form)

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

1. Stipulations: All Board members (“Directors”) stipulate that this email communication and any response by email will be deemed a written communication and the email address of each Director will act as the Director’s signature to the communication. Any response must be sent by a “reply to all.” A response sent to all Directors 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:

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3. Response Options: Each Director may respond to the proposed action in one of the following three ways (or language that 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: Each Director must respond to this Notice 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 4:

- (a) the affirmative votes are timely received and not timely revoked, and those 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) a demand has not been received under paragraph 3(c) that the action not be taken without a meeting, unless the demand has been revoked by the time identified in paragraph 4.

7. Right to Revoke: A Director who has voted, abstained, or demanded the action not be taken without a meeting under paragraph 3 or paragraph 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 stated in paragraph 4 and stating the revocation and stating the desired response under paragraph 3.

8. Effective Date: The effective date of the action deemed taken under paragraph 6 shall be the date and time stated in paragraph 4, unless a later date and time for the effective date is specified in the proposed action to be taken under paragraph 2.

9. Conditions for Email Communications:

(a) An email communicating a vote, abstention, demand, or revocation will be deemed 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 email 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, an email to the Board is not effective until received.

10. Statutory Effect: Under Utah Code Section 16-6a-813, action taken pursuant to this email has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board in any document.

11. Minutes: At the next regular Board meeting, any action taken pursuant to this email (without a meeting) will be announced at the meeting and recorded in the minutes of the Board. Failing to announce any such action at the next Board meeting or recording it in the minutes will not affect the validity of the action.