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DOC # 20230034323

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Gary Christensen Washington County Recorder
11/14/2023 04:11:02 PM Fee \$ 40.00
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Recorded at the request of:
Rio de Sión Homeowners Association, Inc.



**Record against the Property
Described in Exhibit A**

After recording mail to:
JENKINS BAGLEY SPERRY, PLLC
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St. George, UT 84770

**AMENDED AND RESTATED BYLAWS OF
RIO DE SIÓN HOMEOWNERS ASSOCIATION, INC.**

Prepared by:



Attn: James M. Elegante
285 W. Tabernacle, Ste. 301
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**AMENDED AND RESTATED BYLAWS OF
RIO DE SIÓN HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1 - GENERAL

1.1 Purpose of Bylaws. These Amended and Restated Bylaws of Rio de Sión Homeowners Association, Inc. (the “Bylaws”) were approved by a vote of the majority of the Board, pursuant to Article 9, Section 9.1, of the Original Bylaws (defined below). These Bylaws are for the regulation and management of the affairs of Rio de Sión Homeowners Association, Inc., a Utah nonprofit corporation (the “Association”), to which reference is made in the Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión, 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 Rio de Sión Homeowners Association, Inc., dated January 21, 2021, and recorded with the Washington County Recorder as Exhibit B to Amendment No. 5 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, on January 22, 2021, as Document No. 20210004800 (“Original Bylaws); 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 Terms Defined in Declaration. Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

1.3 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.

ARTICLE 2 - OFFICES

2.1 Principal Office. The principal office of the Association shall be at 561 E Entrada Dr., P.O. Box 790027, Virgin, Utah 84779. The Board of Directors (hereinafter referred to individually as “Director” or collectively as “Board”), in its discretion, may change from time to time the location of the principal office.

2.2 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 3 - MEMBERS

3.1 Members. A "Member," as further described in the Declaration, is the person or, if more than one (1), all persons collectively, or the entity who constitute(s) an Owner of a Home or Lot within the Property.

3.2 Memberships Appurtenant to Lots. 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.

3.3 Members' Voting Rights. Subject to the provisions in the Declaration and the Articles, Members shall be entitled to one (1) vote for each Lot owned within the Property.

3.4 Voting by Joint Owners. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy, or through ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

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 rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

3.6 Suspension of Voting Rights. The Board may suspend, after notice and hearing, the voting rights of a Member during and for up to sixty (60) days following any breach by such Member, or Resident, of any provision of the Declaration or any Rules and Regulations adopted by the Association unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.

3.7 Transfer of Membership on Association Books. Transfer of membership shall be made on the books of the Association only upon 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.

3.8 Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign the Member's right to vote to a tenant occupying Member's Home or to a mortgagee of the Member's Lot for the term of the lease or the mortgage; and, any sale, transfer, or conveyance of the Lot shall, unless otherwise provided in the document of sale, transfer, or conveyance, be subject to any assignment of voting rights to a mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the secretary of the Association. Any such assignment of voting rights shall be automatically terminated and revoked upon the sale, transfer, or conveyance of the Lot.

ARTICLE 4 - MEETING OF MEMBERS

4.1 Place of Members' Meetings. Meetings of Members shall be held at the principal office of the Association or at such other place as may be fixed by the Board and specified in the notice of the meeting.

4.2 Annual Meetings of Members. Until changed by resolution of the Board, the Annual Meeting of the Members shall be held on a date as determined by the Board. The annual meeting shall be held to elect Directors and to transact such other business as may properly come before the meeting.

4.3 Special Meetings of Members. Special Meetings of the Members may be called by the President or the Board or by Members holding not less than fifty percent (50%) of the total votes of all Members. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

4.4 Record Date/Members List.

4.4.1 Record Date for Notice Set by Board Resolution. The record date for the purpose of determining Members entitled to notice of any meeting of Members or to participate in the exercise of any other lawful action of the Association may be fixed in advance of the meeting by resolution of the Board of the Association. Such record date for giving notice shall not be more than sixty (60) days prior to the meeting of Members or the event requiring action of the Members. A copy of the resolution setting the record date for notice shall be sent with the notice of meeting.

4.4.2 Record Date for Notice in Absence of Board Resolution. In absence of a resolution pursuant to Subsection 4.4.1 setting a date for providing notice, the Members entitled to notice of a meeting of the Members or the exercise of any other lawful action of the Association are the Members of the Association at the close of business on the business day preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held.

4.4.3 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 (a) the close of business on the day on which 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 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.

4.4.4 Record Date for Voting or Taking Action. Members entitled to vote at the meeting of the Members or to participate in the exercise of any other lawful action of the Association are those Members entitled to notice under Subsections 4.4.1 or 4.4.2. Such Members entitled to vote or take action may transfer membership rights, including the right to vote and participate in other legal actions of the Association, as provided for in these Bylaws. Any transfer of voting and participation rights must be delivered to the secretary of the Association prior to the meeting or action to be taken to be effective.

4.4.5 Adjournment. A determination of Members entitled to notice, to vote, or participate in a lawful action of the Association is effective for any adjournment of the meeting or action, unless the Board fixes a new date for determining the right to notice or the right to vote or participate.

4.4.6 Required Member List. The Association shall only be required to prepare a list of the names of the Members as provided for in Section 9.3.3.

4.5 Notice of Members' Meetings. Written notice stating the place, day, and hour of any meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting. The notice of any annual, regular, or special meeting shall include (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director 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 legal proceeding as defined in the Acts; (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; (h) a description of any matter or matters that must be approved by the Members or for which Member's approval is sought; and (i) 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 under Section 9.18) by the secretary or president at least ten (10) days before the Association gives notice of the meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

4.6 Proxies and Ballots. A Member entitled to vote at a meeting may vote in person or by ballot if issued by the Board, or by proxy executed in writing by the Member or the Member's

duly authorized attorney-in-fact and filed with the Secretary of the meeting prior to the time the proxy is exercised. Any 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 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.

In addition to utilizing a ballot in connection with a meeting, the Association may 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 (1) the time by which all ballots must be received has passed so that a quorum can be determined and (2) 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.

All solicitations for votes by written ballot shall: (a) set forth 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 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.

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.

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.

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 Section 4.15.

4.7 Telecommunications. Any or all of the Members may participate in any annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section 4.7 is considered to be present in person at the meeting.

4.8 Quorum at Members' Meetings. Except as may be otherwise provided in the Declaration, the Articles, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation, in person, by proxy, or by ballot, of Members entitled to cast at least fifty percent (50%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person, by proxy, or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board issuing a notice of Members meeting at which meeting the Members that are present in person, by proxy, or represented by ballot shall constitute a quorum, except as otherwise provided in the Declaration, the Articles, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

4.9 Adjournment of Members' Meetings. Members present in person or by proxy at any meeting at which a quorum or reduced quorum, as the case may be, was present may adjourn the meeting from time to time, without notice other than announcement at the meeting, for a total period or periods not to exceed forty-five (45) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall be the same as the quorum requirement of the meeting so adjourned, and any business may be transacted which might have been transacted at the adjourned meeting.

4.10 Vote Required at Members' Meetings. At any meeting where a quorum is present, a majority of the votes present in person, by ballot, or by proxy and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws. In an election for Directors in which there is an equal number of candidates and vacant positions, to be elected a candidate must receive a majority of favorable votes out of the total votes cast for that candidate; provided that in an election in which there are more candidates than vacant positions, the candidates receiving the highest number of favorable votes commensurate with the number of vacant positions shall be elected.

4.11 Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors shall not be permitted.

4.12 Order of Business. 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.

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

4.14 Waiver of Notice. A Member may waive any notice required by the Act 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 Members' 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.

4.15 Action of Members 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 4.10 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: (i) the date the written consent was sent and (ii) the signature (including electronic signatures as provided in Section 4.15).

4.16 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 Section 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 5 - BOARD

5.1 General Powers and Duties of the Board. The Board shall have the duty 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.

5.2 Special Powers and Duties of the Board. Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers and duties:

5.2.1 Assessments. The duty to fix and levy from time-to-time annual Assessments, special Assessments, corrective Assessments, and all other Assessments upon the Members of the Association as provided in the Declaration; and to enforce the payment of such delinquent assessments as provided in the Declaration.

5.2.2 Insurance. The duty to contract and pay premiums for fire and casualty and liability and other insurance in accordance with the provisions of the Declaration.

5.2.3 Common Area. The duty to manage and care for the Common Area, and to employ personnel necessary for the care and operation of the Common Area, and to contract and pay for necessary or desirable Improvements on property acquired by the Association in accordance with the Declaration.

5.2.4 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

5.2.5 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations, or other evidences of debt, and securities therefor.

5.2.6 Enforcement. The power to enforce the provisions of the Association's Governing Documents, and other agreements of the Association.

5.2.7 Delegation of Powers. The power to delegate its powers according to law.

5.2.8 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Declaration, use of Common Area, and use of any property within the Property including Lots and to levy fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, and these Bylaws.

5.2.9 Emergency Powers. The right to exercise such emergency powers as provided for in the Act.

5.2.10 Restriction on Powers. Notwithstanding anything to the contrary contained in these Bylaws, the Association shall not make any claims or assert any causes of action in any class-action lawsuit of any type, on behalf of itself or on behalf of its Members except that the Association first obtain an affirmative vote of not less than ninety percent (90%) of all Members who vote in support of the Association engaging in such proposed class-action. This provision may not and shall not be amended, changed, or removed by action of the Board or Members at any time.

5.3 Qualification of Directors. A Director must be (a) an Owner who is (i) a natural person eighteen (18) years of age or over or a natural person designated in writing by such Owner to act for the Owner in all affairs related to the Property, including without limitation voting as a Member and Director, or (ii) a trustee of a trust, a partnership, a corporation, a limited liability company, or some other lawful entity holding title to a Lot as an Owner and is the representative of the entity designated in writing to act in all affairs of the entity related to the Property, including without limitation voting as a Member and Director, and (b) any Director no longer qualified to serve under the standards provided for in this Section 5.3 may be removed by a majority vote of the Directors then in office.

5.4 Number of Directors. The number of Directors of the Association shall be three (3). Subject to such limitations, the number of Directors shall be three (3) until changed pursuant to this Section 5.4. The number of Directors can be increased or decreased by the majority vote of the Board provided there are always at least three (3) Directors and the number of Directors may not exceed seven (7) in number.

5.5 Term of Office of Directors and Elections. The affairs of the Association shall be managed by a Board composed of three (3) individuals, unless changed pursuant to Section 5.4. The Directors shall be classified with respect to the time in which they took office: (a) Directors chosen in odd years shall consist of two (2) Directors to hold office for two (2) years and (b) Directors chosen in even years shall consist of one (1) Director to hold office for two (2) years. At each Annual Meeting, the successor(s) to the class of Directors whose terms shall expire in that year shall be elected to hold office for the term of two (2) years. Directors newly elected at the annual meeting shall take office upon election. Only Members who are not in violation of the Governing Documents shall be eligible to run for a position on the Board.

Nothing herein shall limit a Member from serving as a Director for multiple terms if duly elected so to serve.

5.6 Removal of Directors By the Members. Directors elected by voting Members may be removed in the following ways: (a) The voting Members may remove one (1) or more Directors elected by them with or without cause; (b) If a Director is elected by a voting group, only that voting group may participate in the vote to remove that Director (c) A Director may be removed only if the number of votes cast to remove the Director would be sufficient to elect the Director at a meeting to elect Directors; (d) a Director elected by voting Members may be removed by the voting Members only at a meeting called for the purpose of removing that Director and if the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the Director; (e) An entire Board may be removed under this section: (f) A Director elected by the

Board to fill the vacancy of a Director elected by the voting Members may be removed without cause by the voting Members but not the Board, otherwise, a Director elected by the Board may be removed with or without cause by the vote of the majority of the Directors then in office; (g) Any Director no longer qualified to serve, under standards set forth in these Bylaws, may be removed by a vote of a majority of the Directors then in office. A Director who is removed pursuant to this Section may deliver to the division for filing a statement to that effect pursuant to § 16-6a-1608 of the Nonprofit Act.

An appointed Director may be removed without cause by the Board. The Board shall remove the Director by giving written notice of the removal to the Director and the Members. Unless the written notice specifies a future effective date, a removal is effective when the notice is received by both the Director to be removed and the Association. A designated Director as described in § 16-6a-804(5) of the Nonprofit Act, may be removed by an amendment to these Bylaws deleting or changing the designation.

5.7 Resignation of Directors. Any Director may resign at any time by giving written notice of resignation to the Association. A resignation of a Director is effective when the notice is received by the Association unless the notice specifies a later effective date. A Director who resigns may deliver to the division for filing a statement that the Director resigns pursuant to § 16-6a1608 of the Nonprofit Act.

The failure to attend or meet obligations shall be effective as a resignation at the time of the Board's vote to confirm the failure if at the beginning of a Director's term on the Board, these Bylaws provide that a Director may be considered to have resigned for failing to attend a specified number of Board meetings or for failing to meet other specified obligations of Directors and if the failure to attend or meet obligations is confirmed by an affirmative vote of the Board.

5.8 Vacancies in the Board. Except in the case of a directorship to be filled by reason of an increase in the number of Directors, any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the Director's predecessor in office. A directorship to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected by the Board to fill the vacancy of a Director elected by the voting Members may be removed without cause by the voting Members but not the Board. Should any vacancy of the Board remain unfilled for a period of two (2) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes which Members present at such meeting, or represented by proxy or ballot, are entitled to cast.

5.9 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, 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.

5.10 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.

5.11 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 the foregoing 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 - MEETING OF DIRECTORS

6.1 Place of Directors' Meetings. Meetings of the Board shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

6.2 Annual Meeting of Directors. The annual meeting of the Board shall be held on approximately the same date as the annual meeting of Members and also on the date that newly elected Directors take office. The business to be conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the annual meeting of the Board shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board is elected or if the time and place of the annual meeting of the Board is announced at the annual meeting of Members.

6.3 Other Regular Meetings of Directors. The Board may hold other regular meetings and may, by resolution, establish in advance the times and places for such regular meetings. The resolution of meeting schedule shall be given to all Members of the Association at least forty-eight (48) hours (plus any time added to effectuate delivery under Section 9.18) before the first meeting scheduled. No prior notice of any regular meeting need be given after establishment of the time and place thereof by such resolution.

6.4 Special Meetings of Directors. Special Meetings of the Board may be called by the president or any two (2) Members of the Board other than the president. Any special meeting of the Board not regularly scheduled under Section 6.3 shall require the same notice as Section 6.3.

6.5 Notice of Directors' 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 delivered not less than three (3) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Section 9.18), by mail, fax, telephone, email or other electronic transmission, or personally, by or at the direction of the persons calling the meeting, to each Member of the Board. If by telephone such notice shall be deemed to be delivered when given by telephone to the Director. If sent by email or other electronic transmission, such notice shall be deemed to be delivered when sent to an address provided by the recipient. If given personally, such notice shall be deemed to be delivered upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at the Director's home or business address as either appears on the records of the Association.

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 or waiver of such meeting.

6.6 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 6.6, Directors may not vote or otherwise act by proxy.

6.7 Telecommunications. The Board may permit 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 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 Section 6.17 to participate by the available electronic means.

6.8 Quorum of Directors. A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person, by ballot, or by proxy, if applicable.

6.9 Adjournment of Directors' Meeting. Directors present at any meeting of the Board may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be

reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

6.10 Vote Required at Directors' Meeting. At any meeting of the Board, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

6.11 Presence at Meeting. A Director who is present at a meeting of the Board when corporate action is taken is considered to have assented to all action taken at the meeting unless the Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting the business at the meeting and after objecting, the Director does not vote for or assent to any action taken at the meeting, the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by the presiding officer at the meeting before adjournment of the meeting, or the Association promptly after adjournment of the meeting. The right of dissent or abstention as to a specific action is not available to a Director who votes in favor of the action taken.

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

6.13 Waiver of Notice. A Director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except for when a Director's attendance or participation in a meeting equates to a waiver, the waiver shall be in writing, signed by the Director entitled to the notice and delivered to the Association for filing with the corporate records.

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 after objecting, the Director does not vote for or assent to action taken at the meeting; or (b) if special notice was required of a particular purpose the Director objects to transacting business with respect to the purpose for which the special notice was required and after objecting, the Director does not vote for or assent to action taken at the meeting with respect to the purpose.

6.14 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.

6.15 Open Meetings. Except as provided in Section 6.16, 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 a Board.

6.16 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 that Confidential Matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

6.17 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 9.18), 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 Section 9.18) 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.

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

ARTICLE 7 - OFFICERS

7.1 Officers, Employees, and Agents. The officers of the Association shall be natural persons eighteen (18) years of age or over and shall consist of a president, a secretary, a treasurer, and such other officers, assistant officers, employees, and agents as may be deemed necessary by the Board. Officers other than the president need not be Directors. The same person may simultaneously hold more than one (1) office.

7.2 Appointment and Term of Office of Officers. The officers shall be appointed by the Board at the annual meeting of the Board and shall hold office, subject to the pleasure of the Board, until the next annual meeting of the Board or until their successors are appointed, whichever is later, unless the officer resigns, or is removed earlier.

7.3 Resignation and Removal of Officers. An officer may resign at any time by giving written notice of resignation to the Association. A resignation of an officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may: (a) (i) permit the officer to remain in office until the effective date and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the officer at any time before the effective date and (ii) fill the vacancy created by the removal. The Board may remove any officer at any time with or without cause. An officer who resigns, is removed, or whose appointment has expired may file a statement in the same form as provided in Section 5.7.

7.4 Vacancies in Officers. Any vacancy occurring in any position as an officer may be filled by the Board. An officer appointed to fill a vacancy shall be appointed for the unexpired term of the Officer's predecessor in office.

7.5 President. The president shall be a member of the Board and shall be the principal executive officer of the Association and, subject to the control of the Board, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board and of the Members of the Association.

7.6 Secretary. The secretary shall be the custodian of the records; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports, and other documents and records of the Association set forth in Section 9.3 are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board, and of committees of the Board; shall keep at the principal office of the Association a record of the names and addresses of the Members; and, in general, shall perform all duties incident to the office of secretary and such other duties as may, from time to time, be assigned to the secretary by the Board or by the president. The Board may appoint one (1) or more assistant secretaries who may act in place of the secretary in case of the secretary's death, absence, or inability to act. The duties of the secretary may be delegated to a property management company.

7.7 Treasurer. The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board may, from time to time, require; shall arrange for the annual report required under Section 9.6 of these Bylaws; and, in general, shall perform all the duties incident to the office of treasurer and such other duties as may from time to time be assigned to the treasurer by the Board or by the president. The Board may appoint one or more Assistant Treasurers who may act in place of the treasurer in case of the

treasurer's death, absence, or inability to act. The duties of the treasurer may be delegated to a property management company.

7.8 Bonds. The Association may require and 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 such bonds.

ARTICLE 8 - INDEMNIFICATION OF OFFICIALS AND AGENTS

8.1 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 under the Acts, or any replacement sections thereof.

8.2 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 said person and incurred in such capacity or arising out of said person's status as such, including liabilities for which said person might not be entitled to indemnification hereunder.

ARTICLE 9 - MISCELLANEOUS

9.1 Amendment/Conflict. These Bylaws may be amended, at any regular, annual, or special meeting of the Board, by a vote of the majority of the Board, except if 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 Members may amend these Bylaws even though these Bylaws may also be amended by the Board. Amendments to these Bylaws by Members shall be made in accordance with the Act. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. Notwithstanding the foregoing portion of Section 9.1, Subsection 5.2.10 shall not be amended by the Board or the Members at any point in time or under any circumstances.

9.2 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 disinterested Members of the Board and except as may otherwise be approved by the Members. Agents and employees shall receive such reasonable compensation as may be approved by the Board. Appointment of a person as an officer, agent, or employee shall not, of itself, create any right of compensation.

9.3 Books and Records.

9.3.1 Permanent Records. 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) a copy of the Declaration, as the same may be amended.

9.3.2 Accounting. The Association shall maintain appropriate accounting records.

9.3.3 Member Records. 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: (a) in alphabetical order, and (b) showing the number of votes each Member is entitled to vote.

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

9.3.5 Records to Be Kept. The Association shall keep a copy of each of the following records at its principal office: (a) Declaration; (b) Articles; (c) Bylaws; (d) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (e) the minutes of all Member Meetings for a period of three (3) years; (f) records of all action taken by Members without a meeting, for a period of three (3) years; (g) all written communications to Members generally as Members for a period of three (3) years; (h) a list of the names and business or home addresses of its current Directors and officers; (i) a copy of its most recent annual report; and (j) all financial statements prepared for periods ending during the last three (3) years; (k) the most recent approved Board meeting minutes; and (l) the most recent budget and financial report.

9.3.6 Website. If the Association has an active website, the Association shall make the documents described in Subsection 9.3.5 available to all Members, free of charge, through the website; or, if the Association does not have an active website, make physical copies of the documents described in Subsection 9.3.5 available to Members during regular business hours at the Association's address registered with the Department of Commerce

9.4 Inspection of Records.

9.4.1 Allowed Inspections. A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 9.3.5: (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.

9.4.2 Additional Allowed Inspections. In addition to the rights set forth in Subsection 9.4.1, a Director or Member is entitled to inspect and copy any of the other records of the Association: (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 9.4.3; and (ii) gives the Association written demand.

9.4.3 Conditions Governing Inspection. A Director or Member may inspect and copy the records described in Subsection 9.4.2 only if: (a) the demand is made: (i) in good faith and (ii) 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.

9.4.4 Definitions Pertaining to Inspection. Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) “Member” includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) “proper purpose” means a purpose reasonably related to the demanding Member’s or Director’s interest as a Member or Director.

9.4.5 Rights of Inspection Cannot Be Abolished. The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

9.4.6 Nature of Right to Inspect. 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, to compel the production of corporate records for examination.

9.4.7 Confidentiality of Inspected Information. A Director or Member may not use any information obtained through the inspection or copying of records permitted by 9.4.2 for any purposes other than those set forth in the demand made under 9.4.3.

9.4.8 Redaction. 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.

9.4.9

- (a) In a written request to inspect or copy documents, a Member shall include:
 - (i) the Association’s name;
 - (ii) the Member’s name;
 - (iii) the Member’s property address;
 - (iv) the Member’s email address;
 - (v) a description of the documents requested; and
 - (vi) any election or request described in Subsection (b).

- (b) In a written request to inspect or copy documents, 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 9.4.10, 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.

9.4.10 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.

9.4.11 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.

9.4.12 Subject to Subsection 9.4.13, if in response to a Members 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 items described Subsection 9.3.5, 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.

9.4.13 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.

9.5 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 right to copy records under Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. *Except for requests for financial statements, the Association may impose a reasonable charge covering the costs of labor and material for copies of any documents provided to the Director or Member.* The charge may not exceed the estimated cost of production and reproduction of the records. The nonprofit corporation may comply with a Director's or

Member's demand to inspect the record of Members under Subsection 9.3.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 9.3.3 and (b) is compiled no earlier than the date of the Director's or Member's demand. 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 under Section 9.18), 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. 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.

9.6 Annual Budget Report. The Board shall cause to be prepared and distributed to each Member and any first Mortgagee of a Member who has filed a written request therefor, at least thirty (30) days prior to the start of each fiscal year of the Association, an annual budget report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year, (b) a balance sheet as of the end of such fiscal year, (c) a statement of changes in financial position for such fiscal year, and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found.

9.7 Statement of Account. Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title, or interest in a Lot, the Association shall furnish, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Section 9.18), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

9.8 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.

9.9 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board without amending these Bylaws.

9.10 Reserved.

9.11 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 paragraph, 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.

9.12 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.

9.13 Limited Liability.

9.13.1 Extent. The Association, the Board, the Architectural Control Committee, and any agent or employee of any of the same 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.

9.13.2 Monetary Damages. The Board, individually and collectively, shall not be liable to the Association or to the Members for monetary damages for any action taken or any failure to take action as a Director. However, this provision does not eliminate the liability of a Director for the amount of a financial benefit received by a Director to which the Director is not entitled, an intentional infliction of harm on the Association or the Members, an intentional violation of criminal law, or a violation of § 16-6a-824 of the Nonprofit Act.

9.14 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.

9.15 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.

9.16 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.

9.17 Right to Inspect. Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a voting Member of the Association.

9.18 Notice Generally. 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: (a) when received; (b) six (6) days after it is mailed; or (c) 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.

ARTICLE 10 - NOTICE AND HEARING PROCEDURE

10.1 Association's Enforcement Rights. In the event of an alleged violation by a Member or Resident ("Respondent") of the Declaration, these Bylaws, or the Rules and Regulations of the Association, the Board shall have the right, upon an affirmative vote of a majority of all Directors on the Board, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted under the provisions of the Declaration, these Bylaws, or the Rules and Regulations. If, under the provisions of the Declaration, these Bylaws, or the Rules and Regulations, a Notice of Noncompliance by the Board and Right to Hearing is required prior to taking action or pursuing remedies, the following provisions of Article 10 of these Bylaws shall be applicable. The failure of the Board or the Architectural Control Committee to enforce the Rules and Regulations, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies set forth and provided in the Declaration, the Rules and Regulations, or these Bylaws shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by the Declaration, these Bylaws, and the Rules and Regulations before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of the Declaration, these Bylaws, or the Rules and Regulations, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply (a) to the Board or to any Member where the complaint alleges nonpayment of annual Assessments, special Assessments, or corrective Assessments, or (b) to matters the Board determines in its discretion will (i) affect the safety of the

Common Area or the Owners or their property or (ii) will result in irreparable harm to the Association if not quickly remedied. In such cases, the Board may immediately file suit.

10.2 Notice of Noncompliance by Board and Right to Hearing. A copy of the Complaint or notice of Noncompliance by Board and Right to Hearing (“Notice”) shall contain a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged and a reference to the specific provisions of the Declaration, these Bylaws, or the Rules and Regulations which the Respondent is alleged to have violated. The Notice shall be served on each Respondent in accordance with the Notice provisions set forth in the Declaration, together with a statement which shall be substantially in the following form:

Unless a written request for a hearing signed by or on behalf of a person named as Respondent in the accompanying Complaint/Notice is delivered or mailed to the Board within fifteen (15) days after the Complaint/Notice is served upon you, the Board may proceed upon the Complaint/Notice without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled “Notice of Response” to the Board at the following address:

Rio De Sión Homeowners Association, Inc.
561 E Entrada Dr.
P.O. Box 790027,
Virgin, Utah 84779

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody, or control of the Board, you may contact the Board secretary or the property manager, or other agent, as may be appointed.

A Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Response is timely filed with the Board. A Respondent may file a separate statement by way of mitigation, even if the Respondent does not file a Notice of Response. If the charges relate to an Resident that is not a Member, both the Resident and the Member shall be considered Respondents.

10.3 Board. The Board shall serve as the Hearing Committee. The Board shall elect a Chairman and appoint a hearing officer who shall take evidence and ensure that a proper record of all proceedings is maintained.

Notice of Hearing. The Board shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. If such hearing is requested by a Respondent. The hearing shall be held no later than thirty (30) days after the Notice is mailed or delivered to each Respondent. The Notice of Hearing to each Respondent shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at:
_____ on the _____
day of _____, 20____, at the hour of _____, upon the charges
made in the Complaint/Notice served upon you. You may be present at the hearing,
may but need not be represented by counsel, may present any relevant evidence,
and will be given full opportunity to cross-examine all witnesses testifying against
you. You are entitled to seek the attendance of witnesses and to compel the
production of books, documents or other items in the possession of the Association
by applying to the Board.

10.4 Hearing. At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, the Rules and Regulations of, or these Bylaws as set forth in the Notice.

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

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 Respondent's own behalf, Respondent may be called and examined as if under cross-examination.

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.

Neither the Complainant nor the Respondent need be in attendance at the hearing. The hearing shall be open to attendance by any Member of the Association to the extent of the permissible capacity of the hearing room.

In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the Rules and Regulations, 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.

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

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.

10.5 Decision. If a Respondent fails to file a Notice of Response as provided in Section 10.2 of these Bylaws, or 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 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 served by the president of the Association on each person directly involved in the matter and the person's attorney, if any, in accordance with the notice provisions set forth in the Declaration. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of a Corrective Assessment; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall be effective ten (10) days after it is served upon each Respondent, unless otherwise ordered in writing by the Board. 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 (i) fifteen (15) days after each Respondent's receipt of the Notice of Hearing; or (ii) ten (10) days after the hearing required herein.

10.6 Subsequent Violations for Same Offense. If the Board determines that an Owner violates the Notice of Adjudication, the Board may immediately issue a Notice or file suit to enforce the Notice of Adjudication.

[SIGNATURES ON FOLLOWING PAGE]

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Rio de Si3n Homeowners Association, Inc., a Utah nonprofit corporation ("Association"); and

2. The foregoing Amended and Restated Bylaws constitute the Bylaws of the Association duly adopted by the majority of the Board at a meeting held on November 14, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 14 day of November, 2023

RIO DE SI3N HOMEOWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

[Signature]
By: Loren Campbell
Its: President

State of Utah)
County of Washington)
:SS.

On this 14 day of November, 2023, before me personally appeared Loren Campbell, 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 Rio de Si3n Homeowners Association, Inc., 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.

[Signature]
Notary Public

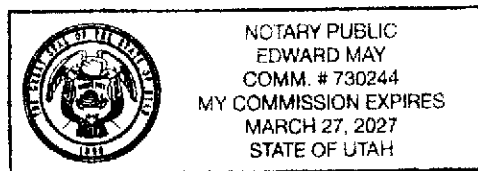


Exhibit A
(Legal Description)

These Amended and Restated Bylaws of Rio de Sión Homeowners Association, Inc., affect the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 19, together with all Common Area, Rio De Sion (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-1 through V-RIOD-19

All of Lots 20 through 40, together with all Common Area, Rio De Sion 2 (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-2-20 through V-RIOD-2-40

All of Lots 41 through 68, together with all Common Area, Rio De Sion 3 (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-3-41 through V-RIOD-3-68

Exhibit B
(Action without a Meeting Form)

Notice of Proposed Action Without a Meeting of the Board
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 Board members 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 Board member 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 Board member; 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 the 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 the Board and may be described as an action taken at a meeting of the Board 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.