

Recorded at the request of:
Santa Fe at Red Cliffs Homeowners Association

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After recording mail to:
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**AMENDED AND RESTATED BYLAWS
OF
SANTA FE AT RED CLIFFS HOMEOWNERS ASSOCIATION**

Prepared by:



Attn: Bruce C. Jenkins
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**AMENDED AND RESTATED BYLAWS
OF
SANTA FE AT RED CLIFFS HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME, LOCATION, AND PURPOSE**

The name of the corporation is Santa Fe at Red Cliffs Homeowners Association, hereafter referred to as the Association.

The principal office of the Association shall be at the office of the Association's registered agent, as the same may change from time to time, until changed by resolution of the Board of Directors but meetings of members and Directors may be held at such places within the state of Utah as may be designated by the Board of Directors.

These Amended and Restated Bylaws ("Bylaws") are adopted by vote of a majority or more of the Members at a meeting at which a quorum of the Members was present. These Bylaws are for the regulation and management of the affairs of Santa Fe at Red Cliffs Homeowners Association, a Utah nonprofit corporation (the "Association"), to which reference is made in the Amended and Restated Declaration of Covenants Conditions and Restrictions of Santa Fe at Red Cliffs, recorded on May 28, 2009, as Document Number 20090020755, in the official records of the Washington County Recorder, State of Utah, and the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Santa Fe at Red Cliffs, recorded on _____, as Document Number _____, 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 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 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 II
DEFINITIONS**

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

Section 1. Association means Santa Fe at Red Cliffs Homeowners Association, its successors and assigns.

Section 2. Declaration means the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Santa Fe at Red Cliffs and any amendments or supplements thereto.

Section 3. Plat or Map means the subdivision plat maps of all five (5) phases recorded and entitled "Santa Fe at Red Cliffs". Dates, acreage, engineering, and other contributing professionals are identified on the individual Plat Maps located in the Homeowner Association's Files and on file in the office of the Washington County Recorder.

Section 4. Property or Properties means all real property subject to the Declaration.

Section 5. Common Area means that portion of property owned by the Association, shown on the plat as dedicated to the common use and enjoyment of the owners.

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

Section 7. Lot means a separately numbered and individually described plot of land shown on the plat designated for private ownership, but specifically excludes the common and limited common areas.

Section 8. Townhome means a single-family dwelling, with or without walls or roofs in common with other single-family dwelling lots. "Townhome" includes fee title to the real property lying directly beneath the single-family dwelling, within lot boundary lines.

Section 9. Owner means the entity, person, or group of persons owning fee simple title to any lot, which is within the Properties. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one (1) "owner."

Section 10. Member means every person or entity who holds membership in the Association. Every Member is an owner, and every Owner is a Member.

Section 11. Directors or Board means the governing body of the Association.

Section 12. Declarant includes Rocky Mountain Company and the Declarant's heirs, successors and assigns, but excludes grantees of a Declarant unless the Declarant's rights are specifically assigned. The Declarant entity is an expired company and is no longer doing business (references herein to the Declarant are for historical purposes and context).

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner is a member of the Association. 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.

Section 2. Voting Rights. All members are entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person, by ballot, or by proxy, is conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

Section 3. Qualification for Membership. No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the secretary of the Association of qualification as a member, or nominee of a member, pursuant to the terms of the Articles of Incorporation 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 him is 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.

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

Section 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 of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

Section 6. 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.

Section 7. Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign his right to vote to a tenant occupying his Living Unit or to a mortgagee of his Living Unit for the term of the lease or the mortgage and any sale, transfer or conveyance of the Living Unit and the Lot upon which it is situated shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or 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.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings. Each annual meeting of the members shall be held at the date and time established by the Directors. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice stating the place, day and hour of any meeting 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 Article XVI, Section 9. 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 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, 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; 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 under Article XVI, Section 9) by the secretary or president at least ten (10) days before the Association gives notice of the meeting, plus any time added to effectuate delivery under Article XVI, Section 9. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

Section 4. Waiver of Notice. The notice provided for hereinabove is not indispensable and any meeting of the members shall be deemed validly called for all purposes if all members are represented thereat in person, by ballot, or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those members not so represented or not given such notice. The attendance of any

member at a meeting in person, by ballot, or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

Section 5. Quorum. Except as hereafter provided, and as otherwise provided in the Articles of Incorporation or Declaration, the presence at the meeting of members entitled to cast, ballots entitled to cast, or of proxies entitled to cast, twenty percent (20%) of all the votes of the Members entitled to vote 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.

In case of a meeting to change the basis and maximum of assessments, to make assessments in excess of said maximum, or to levy a special or additional assessment, as those assessments are defined in the Declaration, presence at the meeting of members, ballots, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Members entitled to vote 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.

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

Section 7. Ballots at Meetings. A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in 8 below, may 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 such meeting. Any written ballot shall comply with the requirements of Sections 8 and 8.1 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

Section 8. Ballots without 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 (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.

8.1 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.

8.2 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.

8.3 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.

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

Section 10. Voting. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting shall be the act of all the members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles of Incorporation of the Association or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business before a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

Section 11. Procedure. The order of business and all other matters of procedure at every meeting of members shall be determined by the presiding officer.

Section 12. Record Date/Members List.

12.1. The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 4.4.2 below, unless the Board of Directors, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

12.2. Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board of Directors 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 of Directors fixes a new date for determining the right to notice or the right to vote.

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

Section 13. Written Consents Without a Meeting. Unless prohibited by the Articles of Incorporation, 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 or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronically transmitted facsimile or other form of communication providing the Association with a complete copy of the written consent, including a copy of the signature to the written consent.

Section 14. Telecommunications. Any or all of the Members may participate in an 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 is considered to be present in person at the meeting.

Section 15. Quorum at Members' Meetings. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, 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 twenty-five percent (25%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person or 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 of Directors issuing a Notice of Members Meeting at which meeting the members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the

Declaration, the Articles of Incorporation, 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.

Section 16. 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.

Section 17. Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors shall not be permitted.

Section 18. Expenses of Meetings. The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

Section 19. 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.

ARTICLE V BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3), five (5) or seven (7) Directors, the number of persons constituting the whole Board of Directors to be fixed from time to time by resolution of the Board of Directors. The Directors must be members of the Association or in the case of multiple co-owners or owners not natural persons, their designees.

Section 2. Term of Office. At each annual meeting, the members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. In the initial election of Directors, the method of election shall provide that the term of an odd number of Directors (at least two less than the entire Board) shall expire in the next odd numbered year, and the term of an even number of Directors shall expire in the next even numbered year.

Section 3. Removal. Any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association and any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the Board. In the event of death, resignation or removal of a Director, a temporary successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor or until special election of a successor.

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

Section 5. Resignation of Directors. Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board of Directors stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Division a statement setting forth (a) that person's name; (b) the name of this Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or officer; and (d) the date on which the person ceased to be a Director or officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

Section 6. Vacancies in the Board of Directors. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his 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 of Directors 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 of Directors. Should any vacancy of the Board of Directors 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.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII
MEETINGS OF DIRECTORS

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

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

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

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

Section 5. Open Meetings/Member Right to Participate. Except as provided in Subsection 6.6 and 6.8, 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 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.

Section 6. 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 matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

Section 7. Notice to Directors of Board Meetings. In the case of all meetings of the Board of Directors 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 under Article XVI, Section 9), by mail, fax, electronic means, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Directors. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective 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 his 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 of Directors need be specified in the notice to the Director or waiver of such meeting.

Section 8. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Article XVI, Section 9), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Article XVI, Section 9) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

Section 9. 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 9 and as permitted by Section 16, Directors may not vote or otherwise act by proxy.

Section 10. Telecommunications. The Board of Directors may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

Section 11. 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 or by proxy, if applicable.

Section 12. Adjournment of Directors' Meeting. Directors present at any meeting of the Board of Directors 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.

Section 13. Vote Required at Directors' Meeting. At any meeting of the Board of Directors, 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 of Incorporation, or these Bylaws.

Section 14. Officers at Meetings. The president shall act as chairman and the Board of Directors shall appoint a secretary to act at all meetings of the Board of Directors.

Section 15. Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such 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) 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 (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

Section 16. Dissent or Abstention. The right of dissent or abstention pursuant to Section 6.15 is not available to a Director who votes in favor of the action taken.

Section 17. Action of Directors Without a Meeting.

17.1 By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws, that may be taken at a Board of Directors meeting may be taken without a meeting if all Directors consent to the action in writing. Action is taken under Subsection 6.17.1 at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board of Directors to receive the revocation. Action under this Subsection 6.17.1 is effective at the time it is taken, unless the Board of Directors establishes a different effective date.

17.2 With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws that may be taken at a Board of Directors meeting may be

taken without a meeting if notice is transmitted in writing to each Director and each Director, by the time stated in the notice: (a) (i) signs a writing for such action; or (ii) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (b) fails to demand in writing that action not be taken without a meeting.

The notice required by Subsection 17.2 shall state: (a) the action to be taken; (b) the time by which a Director must respond to the notice; (c) that failure to respond by the time stated in the notice will have the same effect as: (i) abstaining in writing by the time stated in the notice; and (ii) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (d) any other matters the Association determines to include.

Action is taken under this Subsection 17.2 only if at the end of the time stated in the notice: (a) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection 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) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice transmitted pursuant to this Subsection and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 17.2 may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection 17.2 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

17.3 General Provisions. A communication under this Section 17 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 17.2 is considered to be written, signed, and dated for purposes of this section if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Director; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 6, communications to the Association are not effective until received. Action taken pursuant to this Section 6 has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors 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 of Incorporation, these Bylaws, or the Acts, and shall specifically have the power to:

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

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

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

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

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

(f) grant easements for water, sewer, gas, telephone and electricity purposes consistent with the intended use of the common area;

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

(h) purchase insurance as outlined in the Declaration;

(i) appoint an Architectural Control Committee;

(j) appoint arbitrators to resolve party wall disputes;

(k) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation or Declaration;

(l) enforce and administer the Declaration recorded as affecting the properties.

Section 2. Special Powers and Duties of the Board of Directors. Without limiting the foregoing statement of general powers and duties of the Board of Directors or the powers and duties of the Board of Directors as set forth in the Declaration, the Board of Directors shall be vested with the following specific powers and duties:

2.1 Enforcement. The power to enforce the provisions of the Declaration, the rules and regulations of the Association, these Bylaws, or other agreements of the Association.

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

2.3 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Declaration, use of Common Areas, and use of any property within the Property, including Living Units, 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 of Incorporation, and these Bylaws.

2.4 Emergency Powers. The right to exercise such emergency powers as provided for in the Acts.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- (a) act within thirty (30) days upon any request for approval or disapproval submitted pursuant to the Declaration;
- (b) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;
- (c) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (d) prepare a roster of the properties and the assessments applicable thereto;
- (e) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- (f) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (g) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same;
- (h) furnish a certificate upon demand, and for a reasonable charge, signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid;
- (i) maintain an adequate reserve fund for maintenance, repairs, and replacement of any elements of the common or limited common areas which must be replaced on a regular basis.

Section 4. Qualifications of Directors. A Director must be a natural person eighteen (18) years of age or over and an Owner of a Lot within the Property or, if the Owner of any such Lot is a partnership, corporation, or limited liability company, must be a designated representative of such partnership, corporation, or limited liability company. If a Director conveys or transfers title to his Lot, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Lot, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Notwithstanding anything in this Section to the contrary, none of the initial Directors, as designated in the Articles of Incorporation, shall be required to have any ownership interest in any Lot in order to qualify to serve as a Director until the first election of Directors by the Members. 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.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall natural persons eighteen (18) years of age or over and shall consist of a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary and a treasurer, who need not be members of the Board of Directors nor of the Association, and such other officers as the Board may from time to time create by resolution.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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.

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special office created pursuant to Section 4 of this Article.

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

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

(b) VICE-PRESIDENT. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses and shall perform such other duties as required by the Board.

(d) TREASURER. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; maintain a roster of properties, assessments and payments; keep proper books of account; issue certificates of payment of assessments; cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; notify the Directors of members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the members at said meeting.

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

Section 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 X FINANCIAL MATTERS

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

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

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

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

Section 5. Books and Records.

5.1 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) a copy of the Declaration, as the same may be amended.

5.2 The Association shall maintain appropriate accounting records.

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

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

5.5 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 or any class or category of Members; (e) the minutes of all Member meetings; (f) records of all actions taken by Members without a meeting; (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.

5.6 If the Association has an active website, the Association shall make the documents described in Subsection 5.5 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 5.5 available to Members during regular business hours at the Association's address registered with the Department of Commerce.

Section 6. Inspection of Records.

6.1 A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 5.5: (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.

6.2 In addition to the rights set forth in Subsection 6.1, 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 6.3; and (ii) gives the Association written demand.

6.3 A Director or Member may inspect and copy the records described in Subsection 6.2 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.

6.4 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.

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

6.6 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 X, to compel the production of corporate records for examination.

6.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 6.2 for any purposes other than those set forth in the demand made under 6.3.

6.8 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.

6.9

- (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:
 - (a) elect whether to inspect or copy the documents;
 - (b) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
 - (c) subject to Subsection 6.10, request that:
 - (i) the Association make the copies or electronic scans of the requested documents;
 - (ii) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
 - (iii) 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
 - (iv) the Association email the requested documents to an email address provided in the request.

6.10 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.

6.11 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.

6.12 Subject to Subsection 5.6, 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 5.6, 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.

6.13 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.

Section 7. Scope of Inspection Right. A Director 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 6.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 5.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 5.3; 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 Article XVI, Section 9), 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.

Section 8. Annual Report. The Board of Directors shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual 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. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

Section 9. 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 give, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Article XVI, Section 9), 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 Living Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the Living Unit thereon. 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.

Section 10. Annual Corporation Reports. The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

Section 11. Fiscal Year. The fiscal year of the Association shall be the calendar year and shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board of Directors without amending these Bylaws.

ARTICLE XI INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonable incurred by him 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, and claim or liability arising out of his own willful misconduct or gross negligence.

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

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

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

ARTICLE XII COMMITTEES

Section 1. Architectural Control Committee. An Architectural Control Committee composed of three (3) or more representatives may be appointed by the Directors.

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

Section 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 of Directors, 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 of Directors shall be applicable to meetings of committees of the Board of Directors.

ARTICLE XIII CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference, the words "Santa Fe at Red Cliffs Homeowners Association," the year of its incorporation, and a notation that the Association is Non-Profit.

ARTICLE XIV RULES AND REGULATIONS

The board of Directors shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the property, equipment, facilities and utility systems of the Association, and the Board of Directors may alter from time to time such rules and regulations. The members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees and others over whom they may exercise control or supervision. The Directors may levy a fine or penalty not exceed 10% of the amount of the maximum annual assessment against any owner who fails to refrain from violation of the Declaration or a rule of the Association, after three (3) days written notice.

ARTICLE XV AMENDMENTS

Section 1. Amendment/Conflict. These Bylaws may be amended, at any regular, annual, or special meeting of the Board of Directors, by a vote of the majority of the Board of Directors, 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 the Bylaws even though the Bylaws may also be amended by the Board of Directors. Amendments to the Bylaws by Members shall be made in accordance with the Acts. 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 will control.

ARTICLE XVI MISCELLANEOUS

Section 1. 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 of Directors and except as may otherwise be approved by the Members. Officers, agents and employees shall receive such reasonable compensation as may be approved by the Board of Directors. Appointment of a person as an officer, agent or employee shall not, of itself, create any right to compensation.

Section 2. Shares of Stock and Dividends Prohibited. The Association shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

Section 3. 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.

Section 4. Limited Liability. The Association, the Board of Directors, the Architectural Control Committee, and any agent or employee of the Association, the Board of Directors, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

Section 5. Minutes and Presumptions Thereunder. Minutes or any similar record of the meetings of Members or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 6. 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 of Directors.

Section 7. Execution of Documents. The Board of Directors, 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 of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 8. 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

Section 9. Manner of Giving Notice. Notwithstanding any other provision in the Declaration, Articles, Bylaws or rules and regulations, the Association may provide notice to Owners 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; or

(f) 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 XVII ENFORCEMENT

Section 1. Association's Enforcement Rights. In the event of an alleged violation of the Declaration, these Bylaws, or the rules and regulations of the Association by a Member or occupant ("Respondent"), the Board of Directors shall have the right, upon an affirmative vote of a majority of all Directors, to take any one or more of the actions and to pursue one 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. If, under the provisions of the Declaration, these Bylaws, or the rules and regulations the following provisions of Article X of these Bylaws shall be applicable. The failure of the Board of Directors 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.

Section 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 of Directors.

(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 hearing shall be open to attendance by any Member of the Association to the extent of the permissible capacity of the hearing room.

(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 of Directors, and these matters shall be made a part of the record of proceedings.

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

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

Section 3. Decision. If a Respondent fails to appear at a hearing, the Board of Directors 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 of Directors, the Board of

Directors may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board of Directors controlling. A copy of the Notice of Adjudication of the Board of Directors may be posted by the Board of Directors 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 the Declaration, if any. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of any Assessment of fine; or (c) other such actions or remedies as the Board of Directors deems appropriate. The decision of the Board of Directors 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 of Directors 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.

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Santa Fe at Red Cliffs Homeowners Association, a Utah nonprofit corporation ("Association"); and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Members of the Association at a meeting held on _____, 20____.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this _____ day of _____, 20____.

**SANTA FE AT RED CLIFFS HOMEOWNERS
ASSOCIATION, a Utah nonprofit corporation**

By: _____
Its: President

State of Utah)

:ss.

County of Washington)

On this _____ day of _____, 20____, before me personally appeared _____, 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 Santa Fe at Red Cliffs Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

Notary Public

Exhibit A
(Legal Description)

These Amended and Restated Bylaws of Santa Fe at Red Cliffs Homeowners Association affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 14, Santa Fe at Red Cliffs 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFRC-1-1 through SG-SFRC-1-14

All of Lots 15 through 25, and Lots 61 through 79 Santa Fe at Red Cliffs 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFRC-2-15 through SG-SFRC-2-25

PARCEL: SG-SFRC-2-61 through SG-SFRC-2-79

All of Lots 27 through 39, Lots 56 through 60, and Lots 80 through 87, Santa Fe at Red Cliffs 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFRC-3-27 through SG-SFRC-3-39

PARCEL: SG-SFRC-3-56 through SG-SFRC-3-60

PARCEL: SG-SFRC-3-80 through SG-SFRC-3-87

All of Lots 40 through 55, Santa Fe at Red Cliffs 4 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFRC-4-40 through SG-SFRC-4-55

All of Lot 26, and Lots 88 through 143, Santa Fe at Red Cliffs 5 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFRC-5-26

PARCEL: SG-SFRC-5-88 through SG-SFRC-5-143