

**When recorded, return to:**

**G. Richard Sant**

**1378 Saint James Lane**

**Saint George, UT 84790**

**BYLAWS  
OF  
SILVER POINTE ESTATES  
COMMUNITY ASSOCIATION**

**ARTICLE 1  
GENERAL**

These Bylaws shall govern the operation of the SILVER POINTE ESTATES COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation (the “**Association**”), subject to the Articles of Incorporation of the Association (the “**Articles**”). These Bylaws shall operate under the Utah Revised Nonprofit Corporation Act, § 16-6a-101, *et seq.*, Utah Code Ann., as may be amended from time to time (“**Nonprofit Act**”), and the Community Association Act, § 57-8a-101, *et seq.*, Utah Code Ann., as may be amended from time to time. Unless the context clearly indicates otherwise, capitalized terms not defined herein shall have the same meaning as set forth in Article II of the Declaration of Covenants, Conditions and Restrictions of Silver Pointe Estates, recorded on June 30, 2016 as Document No. 20160023328 in the Official Records of Washington County, Utah, as may be amended or supplemented (“**Declaration**”), which Declaration governs the property described in Exhibit A attached hereto. The provisions set forth below are subject to the provisions of the Declaration applicable to the Association, which are incorporated herein by this reference.

**ARTICLE 2  
MEMBERS AND VOTING**

2.1. Membership. Each Owner (including Declarant), by virtue of being an Owner and only for so long as an Owner, shall be a member of the Association (each a “**Member**”). Membership in the Association shall be subject to the Declaration, the Articles, and these Bylaws of the Association.

2.2. Voting. Except as otherwise provided in Section 2.3 below, each Member shall be entitled to one (1) vote for each Lot owned by such Member; provided, however, that the Association may not cast any vote otherwise allocated to it for any Lot it may own. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of fee interest in any Lot to a new Owner or Owners shall operate to transfer the appurtenant membership and voting rights without the requirement of any express reference thereto.

2.3. Classes of Membership. The Association shall have two (2) classes of voting membership:

2.3.1. Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned, and in no event shall more than one (1) vote be cast with respect to any Lot. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised by a majority of such Owners as may be determined among themselves. A vote cast at any meeting by any of such Owners 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 until the matter is resolved to the reasonable satisfaction of the Association. In such case, the Association may, but shall not be required to apportion such Lot's vote among the Owners thereof.

2.3.2. Class B. The Class B Member shall be Declarant, or its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

2.3.2.1. Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant; or

2.3.2.2. Two (2) years after Declarant has ceased to offer for sale in the ordinary course of business any Lot within the Property, or

2.3.2.3. In the event and at such time as Declarant waives by written instrument the rights reserved by Declarant under this Section 2.3.2, and such written waiver is recorded in the official records of the Washington County Recorder. Declarant shall have the right to designate a person or persons who are entitled to exercise the rights reserved to Declarant under this Section 2.3.2.

### **ARTICLE 3 MEETINGS OF MEMBERS**

3.1. Annual Meeting of Members. The first annual meeting of the Members shall be held not later than the earlier of (a) forty-five (45) days after the closing of the sale of the Lot which represents the fifty-first percentile interest in the total number of Lots in the Subdivision, or (b) one (1) year after the date of the filing of the Articles of Incorporation with the State of Utah. Thereafter, there shall be an annual meeting of the Members on a date and at a time designated by the Board of Directors of the Association (the "**Board**") in accordance with a resolution of the Board. At the annual meeting, the Members may transact any business of the Association as may properly come before them including, without limitation, the right to elect a new Board or fill Board vacancies.

3.2. Special Meetings. A special meeting of the Members may be called at any reasonable time and place by written request of (i) the President of the Association, (ii) a majority of the Board of Directors, or (iii) Members representing at least twenty-five percent (25%) of the voting power of the Association. The demand by the Members must state the purpose for the

meeting. Notice of special meetings shall be given by the Secretary of the Association in the form and manner provided in Section 3.3 below.

3.3. Notice and Place of Meetings. Meetings of the Members shall be held at such place, within or without the State of Utah, as may be designated in the notice of the meeting. Notice of each meeting shall be issued at least 10 but not more than 60 days prior to such meeting. The notice shall be considered served upon: (i) deposit of said notice, properly addressed and postage prepaid, in a regular depository of the United States mail; (ii) if the Association offers to send notice by electronic mail, sending by electronic mail at the request of the Owner to an electronic mail address designated in writing by the Owner; or (iii) published in a community newsletter or other similar publication that is circulated to each Owner. If no street or electronic mail address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if mailed to the address of the Member's Lot. The address of any Member may be changed on the records of the Association from time to time by notice in writing to the Secretary. The notice of any meeting of Members must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or these Bylaws, any budgetary changes or any proposal to remove an officer of the Association or any member of the Board.

3.4. Waiver of Notice. Whenever any notice is required to be given to any Member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at any meeting shall also constitute a waiver of notice of such meeting, except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the Member contends that the meeting is not properly called or convened.

3.5. Record Date. The Board shall have the power to fix in advance a date as a record date for the purpose of determining Members entitled to notice of or to vote at any meeting or to be furnished with any budget or other information or material, or in order to make a determination of Members for any purpose. Notwithstanding any provisions hereof to the contrary, the Members of record on any such record date shall be deemed the Members for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for an adjournment of the same meeting. A record date shall not be more than sixty (60) days nor less than ten (10) days prior to the date on which the particular action requiring determination of Members is proposed or expected to be taken or to occur.

3.6. Quorums. The presence at any meeting of Members who hold votes equal to fifty percent (50%) of the total voting power of the Association, in person or by proxy, shall constitute a quorum for consideration of that matter. The Members present at a duly called meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken other than adjournment is approved by at least a majority of the Members required to constitute a quorum, unless a greater vote is required by law.

3.7. Proxies. Every Member entitled to vote or execute statements or consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy

executed by such person or his or her duly authorized agent; provided, however that no such proxy shall be valid after the expiration of one (1) year after the date of its execution.

3.8. Actions. If a quorum is present, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two (2) candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by law or by the Declaration.

3.9. Consent of Absentees. The proceedings and transactions of any meeting of Members, either annual or special, however called and noticed and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, a consent to the holding of such meeting or an approval of the minutes thereof. Neither the business to be transacted at, nor the purpose of any regular or special meeting of Members, need be specified in any written waiver of notice. All such waivers, consents or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

3.10. Action Without Meeting. The Association shall have the right to take any action in the absence of a meeting in any manner permitted by the Nonprofit Act, as the Nonprofit Act may be amended from time to time.

3.11. Adjourned Meetings. If any meeting of Members cannot be held due to lack of a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting and reconvene it at a time not less than five days nor more than thirty days following the time the original meeting was called. Such adjourned meetings may be held without further notice if the date, time, and place the meeting is to be reconvened is announced at the meeting at which such adjournment is taken.

#### **ARTICLE 4**

#### **BOARD OF DIRECTORS**

4.1. Powers and Duties of Board. The Board shall have:

4.1.1. The power to exercise for the Association all powers, duties and authority vested in the Association and not reserved to the Members by other provisions of these Bylaws, the Articles, the Declaration, or Utah Code § 16-6a-302.

4.1.2. All other powers and duties necessary for the administration of the affairs of the Association and for the enforcement of the provisions of the Articles, these Bylaws, and the Declaration.

4.2. Number and Qualification. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) individuals (each a “**Director**”). The Directors of the first Board shall be those persons designated as such in the Articles of Incorporation, who shall serve until their successors have been duly elected. Subject to the right of Declarant to appoint the Board in accordance with the Declaration, the Articles and these Bylaws, the exact number of Directors shall be set by the Members of the Association at any

regular or special meeting. At the first annual meeting of the Members and at each annual meeting thereafter, all Directors shall be elected for a term of one (1) year. Each Director shall serve in office until the election of a successor. Each Director must either be (i) the Owner of a Lot in the Property, (ii) an officer, employee, agent or director of a corporate Owner, (iii) a trustee or designated beneficiary of an Owner which is a trust, (iv) a partner in a partnership which is an Owner, (v) a managing member of a limited liability company, (vi) a fiduciary of an estate which is an Owner, or (vii) an officer, employee, or agent of Declarant. Directors shall not receive a salary or compensation for their services as Directors; provided, however, that (i) nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, and (ii) any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director.

4.3. Term of Office. At the first annual meeting of the Member the Members shall have authority to elect a new Board. The terms of the Directors shall be staggered so that the terms of one-third of the directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve terms of three years. Directors shall serve until their successors have been duly elected and qualified unless removed pursuant to Section 4.6 below. Any Director who fails on three successive occasions to attend Board meetings (whether regular or special) shall automatically be considered to have resigned.

4.4. Nomination of Directors. Subject to the right of Declarant to appoint the Board in accordance with these Bylaws, nominations for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting or special meeting, as the case may be. The nominating committee shall consist of a chairman, who shall be a current Director, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies there are to be filled. In the absence of the appointment of a nominating committee as above provided, the Board may act as the nominating committee.

4.5. Election. Subject to the right of Declarant to appoint the Board in accordance with these Bylaws, any vacancy occurring on the Board prior to an annual meeting shall be filled by the affirmative vote of the remaining directors until the next annual meeting or, in the event there are no remaining directors, by the affirmative vote of a majority of the votes of the Members at any special meeting of the Members held in accordance with these Bylaws. Elections shall be conducted by secret written ballot unless a majority of the Members present consent to having the election conducted orally. A majority of the Members present in person or by proxy shall elect each director. The votes exercised by the Member shall be the number of votes the Member has under Section 2.3 multiplied by the number of Director positions to be filled. Said votes may be voted in favor of as many candidates as there are Director seats to be filled. Each Director shall serve until a successor has been duly elected and qualified. In the event a seat becomes vacant, whether by reason of forfeiture or due to another cause, such vacancy shall be filled by an appointment by Declarant, or, if Declarant's right to select directors has been relinquished or terminated, such vacancy shall be filled in accordance with Section 4.7.

4.6. Removal of Directors. The Members, upon a two-thirds (2/3) affirmative vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any Director with or without cause; provided, however, that any Director appointed by Declarant may only be removed by Declarant.

4.7. Vacancies. Any vacancy occurring in the Board, including those caused by an increase in the number of Directors or the removal of a Director, may be filled by the affirmative vote of the majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor, subject to removal as aforesaid.

4.8. Place of Meeting. Meetings of the Board, whether annual or special, may be held within or without the State of Utah as designated in the notice thereof.

4.9. Annual Meetings. Within ten (10) days after each annual meeting of the Members, the Board shall meet each year for the purpose of organization, election of officers and consideration of any other business that may be properly brought before the meeting.

4.10. Special Meetings. Special meetings of the Board may be held upon notice by letter (including electronic mail) or hand delivery received not later than two (2) days prior to the date of the meeting, upon the call of the President or Secretary of the Association at any place within or without the State of Utah. Notice of any meeting of the Board may be waived in writing by the person(s) entitled to notice, whether executed and/or received before or after the meeting. Neither the business to be transacted at nor the purpose of any meeting of the Board need be specified in the notice or waiver of notice of the meeting.

4.11. Quorum. A majority of the number of Directors holding office shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum has been achieved shall be the act of the Board, unless a greater number is required by law. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

4.12. Action Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in any manner permitted by the Nonprofit Act, as the Nonprofit Act may be amended from time to time.

4.13. Waiver of Notice/Form of Meeting. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by the Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting. The transactions of any meeting of the entire Board, however called and noticed or wherever held, shall be valid. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting. Meetings of the Board may be held in person, telephonically or by similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

4.14. Indemnification. The Association shall indemnify the Directors, officers, and any agents of the Association (the “**Association Officials**”) against any and all expenses, including attorneys’ fees, reasonably incurred by or imposed upon an Association Official in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an Association Official, unless the liability for such expenses arises out of his or her own intentional misconduct. No Association Official shall have any personal liability with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Association (except indirectly to the extent that such Association Official may also be a Member and therefore subject to Assessments hereunder to fund a liability of the Association), and the Association shall indemnify and forever hold each such Association Official free and harmless from and against any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Association Official may be entitled. If the Board deems it appropriate, in its sole discretion, the Association may advance funds to or for the benefit of any Association Official who may be entitled to indemnification hereunder to enable such Association Official to meet on-going costs and expenses of defending himself or herself in any action or proceeding brought against such Association Official by reason of his or her being, or having been, an Association Official. In the event it is ultimately determined that an Association Official to whom, or for whose benefit, funds were advanced pursuant to the preceding sentence does not qualify for indemnification pursuant to this Section or otherwise under the Articles or applicable law, such Association Official shall promptly upon demand repay to the Association the total of such funds advanced by the Association to him or her, or for his or her benefit, with interest (should the Board so elect) at a rate as exclusively determined by the Board from the date(s) advanced until paid. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Section shall apply to the estate, executor, administrator, heirs, legatees, or devisees of an Association Official.

4.15. Committees. The Board, by resolution, may, from time to time, designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members and a chairman. The resolution shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

4.16. Meetings Open to Members. While no notice need be given to the Members of meetings by the Board, all meetings of the Board shall be open to Members; provided, however, that the Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the Board. The Board may, with the approval of a majority of a quorum of its Directors, adjourn the meeting and reconvene in executive session at the exclusion of the Members to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

4.17. Appointment of Board. Notwithstanding any provision to the contrary, Declarant shall have the right to appoint and remove the members of the Board of Directors, subject to the following limitations:

(a) The power reserved to Declarant in this Section to appoint or remove all of the members of the Board of Directors shall terminate on the earliest of:

(i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant; or

(ii) Two (2) years after Declarant has ceased to offer for sale in the ordinary course of business any Lot within the Property; or

(iii) Five (5) years after any right to annex additional real property to the Subdivision has last been exercised pursuant to Article XI of the Declaration.

4.18. Board Powers and Duties. Without prejudice to the general powers and duties of the Board provided in the Nonprofit Act, the Community Association Act, the Declaration, and elsewhere in these Bylaws, the Board, subject to and limited by the rights of Declarant under the Declaration, is vested with, and shall be responsible for, the following powers and duties:

4.18.1. To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for such officers, agents, and employees, as may be consistent with law, the Articles, the Declaration, and these Bylaws, and to set the other terms of their office consistent with the provisions of Article 5 below as the Board shall reasonably determine.

4.18.2. To conduct, manage and control the affairs and business of the Association and to make and enforce Association rules, all as may be consistent with law, the Articles, the Declaration, and these Bylaws.

4.18.3. Subject to the Declaration, to borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members. The Association may secure such loans by pledging any of its properties including future Assessments as collateral and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities.

4.18.4. To incur reasonable expenditures for any of the various Association purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. At all times until proper expenditure or distribution thereof for the purposes for which they are received occurs, the funds collected by the Board from the Members shall be held in trust for Members.

4.18.5. To contract for and pay maintenance, gardening, utilities, materials and supplies, repair, and services relating to the Common Area, and to employ personnel necessary for the operation of the Association and the Subdivision, including legal and accounting services.



4.18.6. To grant easements over the Common Area where necessary for utilities and sewer facilities to serve the Lots.

4.18.7. To exercise all other rights and enforce all other provisions set forth in the Declaration, these Bylaws, or other agreements of the Association.

4.19. Management Agent. The Board may appoint for the Association a professional management agent at a compensation established by the Board, consistent with general law and the Nonprofit Act.

4.20. Books, Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles and, if requested by Members holding 20% of the voting rights of the Association, shall obtain an independent certified audit of such books and records but not more often than annually. A copy of any such audit shall be delivered to a Member within 30 days after the completion of such audit upon written request from a Member. The Board shall further keep such books and records of the Association as required by the Community Association Act and Nonprofit Act.

## **ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

5.1. General Maintenance. The Association shall be obligated to provide for the care, management, maintenance, and repair of any property owned by the Association (“**Association Property**”) and Common Areas, as further provided in the Declaration.

5.2. Assessments. The Association shall levy assessments on the Owners of Lots in the Property and shall be empowered to enforce payment thereof, in accordance with the provisions of the Declaration and the Community Association Act.

5.3. Other Services. The Association may undertake or contract for any lawful activity, function or service provided for under the Articles, the Bylaws or the Declaration for the benefit of the Owners. In addition to the assessments described in the Declaration, all costs and expenses of activities, functions or services undertaken by the Association for the benefit of fewer than all of the Owners may, at the discretion of the Board, be assessed to the Owners benefitted thereby, and such assessments shall be enforced in accordance with the provisions of the Declaration. The Association shall obtain from any governmental authority any licenses necessary or appropriate to carry out its functions hereunder.

5.4. Rules and Regulations. The Association may make and enforce reasonable and uniformly applied rules and regulations governing the use of Lots and the Common Areas. Such rules and regulations may, without limitation: (i) regulate the use and parking of vehicles within the Property; (ii) regulate the use of the Common Areas; and (iii) prohibit noxious or offensive activities, nuisances, unsafe or hazardous activities or construction, emission of loud sounds or offensive odors and unsightliness. The Association shall furnish each Owner with a written copy of the Rules and Regulations, but failure to furnish such copy shall not be deemed to invalidate such Rules and Regulations to any extent. The Association shall have the right but not the obligation to enforce any of the Rules and Regulations of the Association and the obligations of

any Owner under the Declaration or any provision of its Articles or these Bylaws by assessing a reasonable fine against such Owner or suspending the right of such Owner to vote at meetings of the Association in accordance with the Community Association Act.

5.5. Insurance. The Association shall cause to be obtained and maintained adequate blanket public liability insurance as required by the Declaration and the Community Association Act. The Association shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Areas. The Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance. Duplicate originals or certificates of all policies of insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

5.6. Right of Entry to Lots. The Association shall have the right, but not the obligation, upon not less than twenty-four (24) hours prior written notice (except in emergencies), to enter onto any Lot for the purpose of enforcing the Declaration or any rules and regulations of the Association. Any damage to any Lot or improvements thereon caused by the Association or its agents during any such entry shall be repaired by and at the expense of the Association, unless such entry was necessitated by the negligence or misconduct of the Owner, resident or guest of such Owner.

5.7. Implied Rights. The Association shall also have and may exercise any right or privilege given to it expressly by the Declaration, or reasonably to be implied from the provisions of the Declaration, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

5.8. Limitation on Rights. The Association shall not take any of the following actions except with the prior vote or written consent of a majority of the voting power of the Association:

5.8.1. Entering into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one (1) year, except (i) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Service Commission of Utah (provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate), or (ii) prepaid casualty and/or liability insurance policies of no greater than three (3) years duration.

5.8.2. Commencing any legal action against Declarant, its officers, Directors, shareholders or employees.

## **ARTICLE 6 OFFICERS**

6.1. Officers. The officers of the Association shall consist of a President, Secretary and Treasurer, and such other officers as may be deemed necessary by the Board. Officers shall be

subject to the same qualification criteria as Directors. Officers may, but need not be, Directors, and one person may hold multiple offices, except that the President shall not hold any other office. Until control of the Association is turned over to the Members at the first annual meeting, officers shall be appointed and removed by Declarant; thereafter, by the Board of Directors. Each officer so elected shall hold office until his or her successor is elected by the Board but shall be subject to removal at any time by vote of a majority of the Directors.

6.2. Vacancies. Whenever any vacancies shall occur in any office by reason of death, resignation, increase in the number of offices or otherwise, the vacancy shall be filled by the Board, and the officer(s) so elected shall hold office for the balance of the term, subject to removal as aforesaid.

6.3. President. The President shall have active executive management of the operations of the Association, subject to the control of the Board. The President shall preside at all Members meetings, discharge all other duties incumbent upon a presiding officer, and perform such other duties as the Board may prescribe. The President shall sign all leases, deeds and other written instruments and shall co-sign all checks and notes of the Association. The President shall have the authority to execute proxies on behalf of the Association and to execute powers of attorney appointing other individuals or entities as the agent of the Association. The President shall have the authority to prepare, execute, certify and record amendments to the Declaration on behalf of the Association, subject to the terms of the Declaration.

6.4. Secretary. The Secretary shall attend all meetings of the Members and of the Board and shall keep a true and complete record of the proceedings of such meetings. The Secretary shall be custodian of the records of the Association and shall attend to the giving of notices and shall perform such other duties as the Board may prescribe. The Secretary shall keep at the Association's office a record of the names and addresses of all Lot Owners, as well as copies of the Declaration, the Articles, the rules and regulations of the Association and these Bylaws, all of which shall be made available for inspection by any Owner during normal business hours. The Secretary shall also have the authority to prepare, execute, certify and, record amendments to the Declaration on behalf of the Association, subject to the terms of the Declaration.

6.5. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Association. The Treasurer shall sign all checks and promissory notes of the Association. The Treasurer shall be the legal custodian of all moneys, notes, securities and other valuables which may from time to time come into the possession of the Association. The Treasurer shall immediately deposit all funds of the Association in some reliable bank or other depository designated by the Board and shall keep the bank account in the name of the Association. The Treasurer shall furnish at meetings of the Board, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as the Board may require.

6.6. Vice Presidents and Assistant Officers. Unless otherwise determined by resolution of the Board, any Vice President and any assistant officer shall have the powers and perform the duties of his respective superior, the President being any Vice President's superior officer, the Secretary being any Assistant Secretary's superior officer, and the Treasurer being any Assistant Treasurer's superior officer.

**ARTICLE 7  
ENFORCEMENT**

7.1. Notice of Violation. In the event of any alleged violation of the Declaration, these Bylaws or the rules and regulations of the Association, and after written notice of such alleged failure is delivered to the Member or other person alleged to be in default, the Board shall have the right, after affording an opportunity for an appropriate hearing as hereinafter provided, to take any of the remedial measures available to the Board under the Declaration or these Bylaws.

7.2. Opportunity to be Heard. Unless a written request for a hearing signed by or on behalf of the person named in the notice of violation is delivered or mailed to the Board within fifteen (15) days after the notice of violation was delivered, the Board may proceed upon the violation without a hearing, and the respondent will be deemed to have waived his right to a hearing. If the request for hearing is timely filed, the Board shall set a date for the hearing no later than thirty (30) days after receipt of the request for hearing and shall notify the respondent in writing of the date, time and place set for such hearing.

**ARTICLE 8  
GENERAL**

8.1. Amendment. Prior to the first annual meeting of the Members, these Bylaws may be amended by Declarant without the consent of the Members of the Association. Thereafter, amendment of these Bylaws shall require the assent of sixty-seven percent (67%) of the total voting power of the Members.

8.2. Conflicts. In the event of any conflict between the Articles and these Bylaws, the Articles shall control. In the event of any conflict between the Declaration and the Articles or these Bylaws, the Declaration shall control.

8.3. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

*[Signature on Following Page]*

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SILVER POINTE ESTATES COMMUNITY ASSOCIATION, a Utah nonprofit corporation, and

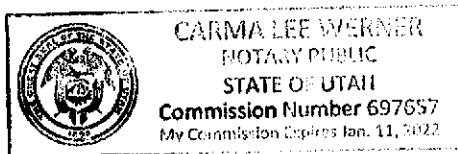
THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Unanimous Written Consent of the Board of Directors thereof, dated April 13, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 27 day of May, 2020.

George Richard Sant  
George Richard Sant

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Washington )

This instrument was acknowledged before me this 27<sup>th</sup> day of May, 2020, by George Richard Sant, the Secretary of Silver Pointe Estates Community Association, Inc., a Utah nonprofit corporation.



Carma L. Werner  
NOTARY SIGNATURE  
Residing at: St. George, UT  
My Commission Expires: 1-11-2022

**Exhibit A**

**Legal Description**

**SILVER POINTE ESTATES PHASE 1 BOUNDARY DESCRIPTION  
(January 19, 2016)**

Commencing at the South  $\frac{1}{4}$  Corner of Section 6, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being a 1931 USGLO brass cap; Thence South  $89^{\circ}21'21''$  East, along the Section line a distance of 244.93 feet to the Point of Beginning;  
Thence North  $14^{\circ}53'38''$  West, a distance of 175.44 feet; Thence North  $74^{\circ}19'11''$  East, a distance of 119.91 feet; Thence North  $16^{\circ}29'37''$  West, a distance of 178.44 feet, to a point on a 177.50 foot radius curve to the right, the radius point of which bears North  $79^{\circ}48'53''$  West, thence southwesterly along the arc of said curve a distance of 168.75 feet, through a central angle of  $54^{\circ}28'39''$ ; Thence South  $64^{\circ}39'46''$  West, a distance of 100.25 feet; Thence North  $25^{\circ}20'14''$  West, a distance of 55.00 feet; Thence North  $49^{\circ}05'02''$  West, a distance of 238.00 feet; Thence South  $53^{\circ}06'36''$  West, a distance of 486.39 feet; Thence South  $73^{\circ}34'22''$  West, a distance of 399.92 feet; Thence South  $83^{\circ}12'38''$  West, a distance of 193.03 feet; Thence South  $01^{\circ}43'18''$  West, a distance of 14.67 feet; Thence North  $89^{\circ}53'48''$  West, a distance of 218.08 feet; Thence North  $01^{\circ}00'15''$  East, a distance of 233.22 feet; Thence South  $85^{\circ}47'38''$  West, a distance of 39.27 feet to the beginning of a curve to the left having a radius of 222.50 feet and a central angle of  $19^{\circ}12'33''$ ; thence Westerly along the arc of said curve a distance of 74.60 feet; Thence South  $66^{\circ}35'05''$  West, a distance of 177.19 feet to the beginning of a curve to the right having a radius of 427.50 feet and a central angle of  $33^{\circ}06'51''$ ; thence Westerly along the arc of said curve a distance of 247.07 feet; Thence North  $80^{\circ}18'04''$  West, a distance of 78.64 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of  $91^{\circ}18'51''$ ; thence Southwesterly along the arc of said curve a distance of 39.84 feet; Thence North  $79^{\circ}06'45''$  West, a distance of 55.28 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North  $81^{\circ}36'55''$  West, a radial distance of 25.00 feet; thence Northwesternly along the arc of said curve, through a central angle of  $88^{\circ}41'09''$ , a distance of 38.70 feet; Thence North  $80^{\circ}18'04''$  West, a distance of 85.51 feet to the beginning of a curve to the right having a radius of 427.50 feet and a central angle of  $10^{\circ}46'22''$ ; thence Westerly along the arc of said curve a distance of 80.38 feet; Thence North  $69^{\circ}31'42''$  West, a distance of 44.92 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence Southwesterly along the arc of said curve a distance of 39.27 feet; Thence North  $69^{\circ}31'42''$  West, a distance of 66.00 feet; Thence North  $20^{\circ}28'18''$  East, a distance of 292.03 feet to the beginning of a curve to the right having a radius of 633.00 feet and a central angle of  $24^{\circ}27'35''$ ; thence Northeasterly along the arc of said curve a distance of 270.23 feet to the beginning of a reverse curve to the left having a radius of 25.00 feet and a central angle of  $83^{\circ}23'18''$ ; thence Northerly along the arc of said curve, a distance of 36.39 feet; Thence North  $51^{\circ}32'35''$  East, a distance of 66.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North  $51^{\circ}32'35''$  East, a radial distance of 467.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $01^{\circ}57'38''$ , a distance of 15.98 feet; Thence South  $89^{\circ}06'43''$  East, a distance of 567.19 feet; Thence South  $01^{\circ}08'39''$  West, a distance of 159.64 feet; Thence South  $88^{\circ}52'30''$  East, a distance of 269.24 feet to the

beginning of a curve to the left having a radius of 467.00 feet and a central angle of 16°15'56"; thence Easterly along the arc of said curve a distance of 132.58 feet; Thence North 01°10'14" East, a distance of 134.47 feet; Thence North 89°01'29" West, a distance of 146.75 feet; Thence North 01°16'49" East, a distance of 8.13 feet; Thence South 89°08'39" East, a distance of 527.63 feet; Thence North 72°02'42" East, a distance of 162.18 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of 81°27'47"; thence Northeasterly along the arc of said curve a distance of 35.55 feet to the beginning of a reverse curve to the right having a radius of 320.06 feet and a central angle of 10°20'19"; thence Northerly along the arc of said curve, a distance of 57.75 feet; Thence North 86°52'23" East, a distance of 55.17 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South 88°14'15" East, a radial distance of 265.06 feet; thence Southerly along the arc of said curve, through a central angle of 10°45'57", a distance of 49.80 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North 80°59'47" East, a radial distance of 25.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 83°49'06", a distance of 36.57 feet; Thence North 87°10'41" East, a distance of 270.15 feet to the beginning of a curve to the left having a radius of 35.00 feet and a central angle of 51°48'59"; thence Northeasterly along the arc of said curve a distance of 31.65 feet to the beginning of a reverse curve to the right having a radius of 75.00 feet and a central angle of 14°51'06"; thence Northeasterly along the arc of said curve, a distance of 19.44 feet to the beginning of a reverse curve to the left having a radius of 35.00 feet and a central angle of 51°48'59"; thence Northeasterly along the arc of said curve, a distance of 31.65 feet; Thence North 01°36'12" West, a distance of 19.76 feet; Thence North 86°52'23" East, a distance of 66.02 feet; Thence South 01°36'12" East, a distance of 21.52 feet to the beginning of a curve to the left having a radius of 35.00 feet and a central angle of 51°48'59"; thence Southeasterly along the arc of said curve a distance of 31.65 feet to the beginning of a reverse curve to the right having a radius of 75.00 feet and a central angle of 10°00'40"; thence Southeasterly along the arc of said curve, a distance of 13.10 feet to the beginning of a reverse curve to the left having a radius of 35.00 feet and a central angle of 51°48'59"; thence Easterly along the arc of said curve, a distance of 31.65 feet; Thence North 84°46'29" East, a distance of 152.48 feet, to a point on the West line of that parcel conveyed to Neidra Dawn Welch, by Book 1528, Page 439, Official Washington County Records; Thence South 03°20'50" East, a distance of 0.54 feet, to the Southwest Corner of said parcel; North 83°24'27" East, along the south line of said parcel a distance of 168.91 feet; Thence South 82°58'17" East, along said south line, a distance of 45.07 feet, to the Southeast corner of said parcel; Thence North 03°51'53" East, along the Easterly line of said parcel a distance of 6.15 feet; Thence leaving said parcel and running North 84°46'29" East, a distance of 32.48 feet, to the beginning of a 452.00 foot radius curve to the right, thence easterly along the arc of said curve a distance of 307.54 feet; through a central angle of 38°59'03"; Thence South 51°40'54" West, a distance of 53.97 feet; Thence South 38°08'49" East, a distance of 104.34 feet; Thence South 06°43'11" West, a distance of 103.39 feet; Thence South 41°05'07" West, a distance of 85.10 feet; Thence South 14°48'22" West, a distance of 186.95 feet; Thence Thence South 46°56'28" West, a distance of 312.35 feet; Thence South 63°00'24" West, a distance of 192.74 feet to the Point of Beginning.

**Less and Excepting**; the following described parcel owned by the Bureau of Land Management: Commencing at the Southwest Corner of Section 6, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being a 1931 USGLO brass cap; Thence North 01°10'59"

East, along the Center Section line, a distance of 642.27 feet; Thence North 90°00'00" East, a distance of 776.47 feet, to the Point of Beginning; Thence South 00°05'07" East, a distance of 583.62 feet; Thence North 80°18'04" West, a distance of 135.26 feet; Thence North 13°17'18" East, a distance of 576.26 feet, to the Point of Beginning. This parcel contains: 38,894 square feet or 0.89 acres.

Leaving a remainder parcel of: 39.02 acres.