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**BYLAWS
OF THE
WILSON ARCH RESORT COMMUNITY ASSOCIATION, INC.
Effective August 23, 2017**

**ARTICLE 1
INTRODUCTION AND PURPOSE**

These Bylaws are adopted for the regulation and management of the affairs of the Wilson Arch Resort Community Association, Inc. (the "Association"), a Utah non-profit corporation, incorporated on August 23, 2017 by filing the Articles of Incorporation with the Utah Division of Corporations. The Association is a Utah non-profit corporation, pursuant to the Utah Revised Nonprofit Corporation Act, authorized to act as the Association under the Amended and Restated Declaration of Restrictions for the Wilson Arch Resort Community and the Declaration of Restrictions for the Back of the Arch Cottages.

Noted: 9-25-17

The purposes for which the Association is formed are to operate and govern the planned unit development known as the Wilson Arch Resort Community, which shall include the Back of the Arch Cottages and the Red Canyon Villas, comprised of real property more particularly described in the attached *Exhibit A* (the "Development"); to maintain and develop the Development as a highly desirable residential area; administer and maintain the Common Areas for the benefit of the Members; promote the health, safety, and welfare of the Members, their guests and invitees; ensure that all Lots and the Improvements located therein are high quality and of suitable architectural design; preserve the natural environmental and scenic beauty of natural landscape within the Development to the extent feasible; provide for the establishment and maintenance of a private road system to serve the Development; and to engage in any lawful act for which a non-profit corporation may be organized under Utah Law.

**ARTICLE 2
DEFINITIONS**

To supplement the definitions provided for in the Declarations referenced above, the following terms shall have the meaning set forth below; provided, however, that, except as otherwise specifically provided in these Bylaws and the Declaration, all terms used herein shall have the same definition as in the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act:

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2.1 Act. The Act shall mean the Utah Revised Nonprofit Corporation Act, codified at Utah Code §§ 16-6a-101, *et seq.*, as amended.

2.2 Assessment or Common Expense Assessment. Assessment or Common Expense Assessment shall include all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Lots pursuant to the Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

2.3 Association. The Association shall mean and refer to the Wilson Arch Resort Community Association, Inc., its successors and assigns.

2.4 Board. The Board shall be the Board of Directors elected to manage the Association.

2.5 Common Area. Common Area shall mean all real property owned or managed by the Association for the common use and enjoyment of the Owners, specifically including: all of the Open Space Parcels, drainage facilities, private roadways, and easements for emergency access, drainage, and utilities, established by Plat.

2.6 Declarant. Declarant shall be Wilson Arch Properties, LLC.

2.7 Declaration. Declaration shall collectively mean and refer to the Amended and Restated Declaration of Restrictions for the Wilson Arch Resort Community, recorded in the real property records of Grand County, Utah recorded on July 12, 2001 at Entry No. 064062; the First Amendment recorded on October 1, 2001 at Entry No. 064652; the Second Amendment recorded on August 29, 2007; and the Declaration of Restrictions for the Back of the Arch Cottages, recorded on July 12, 2001 at Entry No. 064063, all of which are recorded in the real property records of San Juan County, Utah.

2.8 Development. Development shall mean the Wilson Arch Resort Community, including the Back of the Arch Cottages, as further defined by the Plat and the Governing Documents. Property and Development may be used interchangeably herein.

2.9 Governing Documents. Governing Documents shall mean the Articles of Incorporation, these Bylaws, the Declaration, the Plat, and any Rules and Regulations adopted by the Association, as they may be amended.

2.10 Lot. Lot shall mean and refer to any of the Lots shown upon the Plats, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

2.11 Majority Vote. Majority Vote shall mean the approval by fifty-one percent (51%) or more of the Members represented at a Members' meeting, or Directors represented at a Board meeting, in person or by proxy, at which a quorum is present.

2.12 Member. Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably herein.

2.13 Notice. Except as otherwise stated in the Governing Documents, Notice shall be made by transmitting information by U.S. mail or electronically - by email, Dropbox or the equivalent, or posting to a website - to the Owner's mailing address or email address, as appropriate and as it appears in the records of the Association. All notices to the Association or the Board shall be delivered to the Association's Registered Agent, on record with Utah's Division of Corporations.

2.14 Notice and Hearing. Notice and Hearing shall mean written notice delivered to an Owner(s) at the last known address of record via certified U.S. Mail, return receipt requested, and an opportunity to be heard at a Special Meeting of the Board of Directors, to be held no more than fourteen (14) business days after notice is given. The Notice shall include the Hearing date, location, time, and agenda.

2.15 Owner. Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, but excluding those having an interest merely as security for the performance of an obligation. The terms "Member" and "Owner" may be used interchangeably herein.

2.16 Plat. Plat shall collectively mean Wilson Arch Resort Community, Phase I Plat, recorded on April 7, 1999 at Entry No. IK008145; Amended Phase I Plat, recorded on July 2, 2001 at Entry No. 064023; Amended Phase I Plat, Parcel B, recorded on September 8, 2003 at Entry No. 070056; Final Plat of Back of the Arch Cottage Lots, a subdivision of Parcel C, Phase I, recorded on September 16, 2003 at Entry No. 070144; Final Plat of Red Canyon Villas Plat, a subdivision of a portion of Parcel D, Phase I, recorded on June 15, 2005 at Entry No. 079555; Amended Phase I Plat, Lots 16 and 17, recorded on April 12, 2010 at Entry No. 109939; and Phase II Plat, recorded on August 29, 2007 at Entry No. 097346, all of which are recorded in the real property records of San Juan County.

2.17 Property. Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon. Property and Development may be used interchangeably herein.

2.18 Rules and Regulations. Rules and Regulations shall mean those rules and regulations, and policies and procedures, adopted by the Association, as required under the Act and concerning: (I) Collection of unpaid assessments; (II) Handling of conflicts of interest involving board members; (III) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles; (IV) Enforcement of the Declaration and said Rules, including notice and hearing procedures and the schedule of fines; (V) Inspection and copying of association records by Owners; (VI) Investment of reserve funds; (VII) Amendment of the Rules and Regulations; and (VIII) Resolution of disputes arising between the Association and Owners; provided, however, that said Rules and Regulations do not conflict with the covenants contained herein.

2.19 Reserve Fund. Reserve Fund shall mean the account used by the Association for the purpose of paying for the perpetual use, operation, maintenance, and supervision of the Common Area as well as the management and administration of the Association.

ARTICLE 3 MEMBERSHIP

3.1 Membership. Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

3.2 Voting. Each Lot shall have only one (1) vote, regardless of its size or the number of dwellings thereon. Fractional and cumulative voting are prohibited. No votes allocated to a Lot owned by the Association may be cast.

3.3 Suspension of Voting Rights due to Failure to Pay Assessments. During any period in which an Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, the Owner's voting rights shall be suspended, after 30 days' advanced written notice but without hearing, until the Assessment has been paid.

3.4 Suspension of Voting Rights for Violation of the Governing Documents. In addition to Section 3.3, an Owner's voting rights may also be suspended by the Board, after Notice and Hearing, during any period of violation of any other provision, term, or condition of the Governing Documents.

3.5 Transfer of Membership. Transfers 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.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Meetings. In accordance with the Act, an annual meeting of the Members shall be held each year at a time and place determined by the Board. At these meetings, the Officers and Directors shall be elected by the Members, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at these meetings, including without limitation, adopting and amending budgets subject to Section 4.2; hiring and terminating managing agents and other employees, agents, and independent contractors; making contracts and incurring liabilities; regulating the use, maintenance, repair, replacement, and modification of common elements; causing additional improvements to be made as a part of the common elements; exercising any other powers conferred by the Declaration or Bylaws; exercising all other powers that may be exercised in this state by legal

entities of the same type as the Association; and exercising any other powers necessary and proper for the governance and operation of the association.

4.2 Annual Budget. Within thirty (30) days of, but not less than ten (10) days before, the Annual Meeting and after adoption of a proposed budget by the Board, the Board shall provide to each Owner a summary of the budget and notice of a meeting of the Owners to consider the budget. Pursuant to Utah law, the Proposed Budget will be deemed approved by the Owners unless a majority of Members represented in person or by proxy at the Annual Budget votes to reject or amend the Budget. In the event that the proposed budget is rejected entirely, the last budget proposed by the Board and not rejected by the Owners must be continued until a subsequent budget proposed by the Board is not rejected by the Owners.

4.3 Special Meetings. Special Meetings of the Association may be called by the President of the Board, a majority of the Board, or Owners having twenty-five percent (25%) of the votes in the Association. If a notice for a special meeting demanded pursuant to petition is not given by the Secretary within thirty (30) days after the date the written demand or demands are delivered to the Secretary, the person signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the President of the Board, or in his/her absence, a person chosen by a majority of the Board.

4.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or emailing (to the last known email address on record), a copy of the notice at least ten (10) days before, but not more than thirty (30) days before the meeting, to each Member. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting. The notice shall specify the time, place, and purpose of the meeting as well as a description of all items on the agenda, including any matter to be voted upon by the Members such as a proposed amendment to the Declaration or Bylaws and any proposal to remove an Officer or Member of the Board.

4.5 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

4.6 Place of Meetings. Meetings of the Members shall be held within Grand or San Juan Counties at a location chosen by the Board.

4.7 Attendance by Telecommunication. 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 telecommunication is deemed to be present in person at the meeting and may be counted for purposes of establishing a quorum, as described in Section 4.8 below.

4.8 Quorum of Members. A quorum shall consist of those Members present in person or by proxy at any meeting duly called as required herein for any action except as otherwise provided in the Governing Documents.

4.9 Membership List. At least ten (10) days before any meeting of Members, the Association may prepare a list of Members entitled to vote thereat, arranged by Lot number or alphabetically, showing the address of each Member and the number of votes to which each is entitled. Such list, if prepared, must be open to the inspection of any Member during usual business hours for a period of at least ten (10) days prior to such meeting at the principal office of the Association, and such list shall be produced and kept at the meeting during the whole time thereof and subject to the inspection of any Member who shall be present. However, failure to prepare or make available the list of members does not affect the validity of action taken at the meeting or by means of such written ballot.

4.10 Order of Business. The Board may establish the order of business for all meetings of the Board or Members. Failure to strictly follow standard parliamentary procedure, or Robert's Rules of Order, shall not invalidate any action taken at a meeting of the Board or Members. Generally, at an appropriate time determined by the Board, but before a vote is taken on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue. The Board may adopt a Policy which places reasonable time restrictions on persons speaking during any meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. Issues for discussion are limited to agenda items. If a Member wishes to address an issue at any meeting, he or she must make a written request to the Secretary of the Board at least ten (10) days before notice of the meeting is served on the Members.

4.11 Member Voting. At all meetings of Members, each Member eligible to vote may vote in person or by proxy pursuant to Section 4.12, below. If only one of several Owners of a Lot is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to such Lot. If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Owners. The vote of any legal entity, including a partnership, corporation, or trust, may be cast by any partner, officer, or Director of that entity in the absence of express notice of the designation of a specific person by the Board. The chair of the meeting may require reasonable evidence that a person voting on behalf of any legal entity is qualified to vote.

4.12 Proxies for Members' Meetings. The vote allocated to a Lot may be cast under a general proxy duly signed by an Owner. All proxies shall be in writing and filed with the Secretary or designee of the Association in advance or at the start of a meeting. A proxy is void if it is not dated or purports to be revocable without notice. Appointment of a proxy is revoked by the

Member appointing the proxy through attendance at any meeting and voting in person, or written revocation delivered to the Secretary. A proxy terminates eleven (11) months after its date, unless it provides otherwise.

4.13 Majority Vote. Action of the Association may be taken by Majority Vote, defined in Section 2.10, for all purposes except where a higher percentage vote is expressly required in the Governing Documents or by law.

4.14 Action without Meeting. Member Action may be taken without a meeting if the Members consent to such action being taken without a meeting and vote for or against the action in writing. In the absence of unanimous consent to the action being taken without a meeting, the Association may still proceed if the action is approved by Majority Vote after the Association provides written notice to the Members that the action passed and the Association is proceeding with the stated action at least ten (10) days prior to the consummation of the action.

4.15 Rejection of Vote by Association. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Lot Owner. The Association or its officer or agent are not liable in damages for the consequences of any acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation. In addition, action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this section is valid unless a court of competent jurisdiction determines otherwise.

4.16 Voting Procedures. As provided herein, voting may be by voice, by show of hands, by consent, or by mail or electronic means with a written ballot, or as otherwise determined by the Members present at a meeting.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Initial Board. Pursuant to the Declaration, until such time as Declarant has sold sixty percent (60%) of the Lots in the Development, the Declarant shall manage the Association and act as its Board of Directors. Sections 5.4 through 5.8 hereunder do not apply to Declarant.

5.2 Election. Once Declarant has sold 60% of the Lots in the Association, it shall immediately call for a Special Meeting of the Members to elect the first Board of Directors. The Members shall elect their Board of Directors at each Annual Meeting of the Members thereafter. The Board shall govern the affairs of the Association as follows:

(a) Number and Term. The Board of Directors which shall consist of three (3) to five (5) Members serving one (1) year terms. The exact number of Directors may be

changed by a duly adopted resolution of the Board of Directors; provided, however, the Board may only eliminate a director's position if it is vacant.

(b) Qualification.

i. Owners, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board. No more than one (1) Owner, Spouse, or Cohabitant for any Lot may serve on the Board at the same time.

ii. If any Lot is owned by a legal entity, such as a partnership, corporation or trust, any officer, partner or Director of that Member shall be eligible to serve as a Director and shall be deemed to be a Member for the purposes of these Bylaws.

iii. Once elected, a Director may not be more than sixty (60) days delinquent in payment of any Assessment.

iv. Any Director who has unexcused absences from three (3) consecutive Board meetings may be removed from the Board, at the Board's sole discretion.

v. If a Director is not qualified, the Director's position shall be deemed vacant.

(c) Resignation of Directors. Any Director may resign at any time by giving written notice to the President or Secretary stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

(d) Removal of Directors.

i. One or more Directors or the entire Board of Directors may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by a Majority Vote of the Members. Notice of a Special Meeting of the Members to Remove Directors shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the Directors sought to be removed, as provided herein. Directors sought to be removed may be present at this meeting and, if present, shall be given the opportunity to speak to the Members prior to a vote to remove being taken. Failure of a Director to attend the Special Meeting of Members shall not invalidate the affirmative vote for removal.

ii. In the event of removal of one or more Directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

(e) Vacancies. Vacancies on the Board caused by any reason (other than removal by the Member) may be filled by appointment by Majority Vote of the Directors at any time after the occurrence of the vacancy, even though the Directors present at the meeting may constitute less than a quorum. Each person so appointed shall be a Director who shall serve for the remainder of the unexpired term.

(f) Compensation. No Director shall receive compensation for any service he or she renders as a Director to the Association, nor shall a Director receive reimbursement for any expenses, including travel, related to Association meetings or business unless unanimously approved by the Board in advance; provided, however, that a Director may be reimbursed for printing/copy fees incurred in preparation of an Association meeting without approval of the Board and upon submission of receipts to the Treasurer.

ARTICLE 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. The Board of Directors shall hold at least one Annual Meeting after the Annual Meeting of the Members. In addition, the Board may hold such additional regular meetings at such times, place and hour as may be fixed by the Board.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors. If a notice for a special meeting demanded pursuant to this Section is not given by the Board within thirty (30) days after the date the written demand or demands are delivered to the Board, the Directors signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of Section 6.3 of these Bylaws.

6.3 Notice of Board Meetings. The Annual Meeting of the Board may be held without notice to either the Members or Directors of the date, time, place, or purpose of the meeting. The Board may also set a schedule of regular meetings by resolution, and no further notice is necessary to constitute regular meetings. All other meetings of the Board shall be preceded by at least two (2) days' electronic notice to the Directors of the date, time, and place of the meeting, when possible. The notice need not describe the purpose of the meeting. The Association is encouraged to post all notices and agendas required in this Section 6.3 on a web site or otherwise, and on the door of the Clubhouse, if possible; however, such posting is not necessary.

6.4 Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

6.5 Place of Meetings. Meetings of the Directors shall be held within Grand or San Juan Counties, unless all Directors consent in writing to another location.

6.6 Open Meetings. All meetings of the Board, or any committee thereof, shall be open to attendance by Members, as provided under the Act. The Directors or any committee of the Board may hold an executive or closed-door session and may restrict attendance to the Directors and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. Prior to the time the Directors or any committee of the Board convene in executive session, the Chair of the body shall announce the general matter of discussion. No Rules and Regulations may be adopted during an executive session of the Board or a Committee thereof. Rules and Regulations may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session. The matters to be discussed at such an executive session shall include only the following matters, as enumerated under the Act:

(a) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

(b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) Investigative proceedings concerning possible or actual criminal misconduct;

(d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(f) Review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the board received legal advice or that concerned pending or contemplated litigation, the board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

6.7 Attendance by Telecommunication. A Director may attend a meeting of the Board by using an electronic or telephone communication method so long as the Director can participate in the deliberations of the other Directors on any matter properly brought before the Board. In such an event, the Director is deemed present and shall be counted for purposes of establishing a quorum, as described in Section 6.8 below, and allowed to vote.

6.8 Quorum. At all meetings of the Board, a majority of the Directors must be present, in person or by electronic means, to constitute a quorum. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

6.9 Proxies for Board Meetings. For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a Director may execute, in writing, a proxy to be held by another Director. The proxy authorizes 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. A Director may not vote by general proxy.

6.10 Consent to Action. A Director who is present at a meeting of the Board when action is taken is deemed to have assented to all action taken at the meeting unless:

(a) The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(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 the presiding Director of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the meeting.

6.11 Action without Meeting. Action may be taken without a meeting if all Directors consent to such action being taken without a meeting and vote for or against the action in writing. The stated action shall be effective only if all written consents on which the Board relies are received within a sixty (60) day timeframe, or less. Action taken hereby shall be effective when the last Director's written consent is received by the Board. The stated Action shall have the same effect as action taken at any meeting of the Directors and may be described as an action taken at a meeting of Directors in any document.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers and Duties. Once elected, the Board may act in all instances on behalf of the Association, except as provided in the Governing Documents or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association, and for the operation and maintenance of the Development as a first-class residential community, including the following powers and duties:

- (a) Act in all instances on behalf of the Association;
- (b) Exercise any other powers conferred by the Governing Documents;
- (c) Adopt and amend Rules and Regulations, Policies and Procedures, including penalties for infraction thereof, subject to the Declaration of Covenants, Conditions, and Restrictions recorded in the real property records of San Juan County;
- (d) Adopt and amend budgets subject to any requirements of the Governing Documents;
- (e) Establish and maintain the Reserve Fund, which required minimum balance shall be equal to the highest deductible under any Association policy, including its Directors' and Officers' liability policy;
- (f) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association and of the Reserve Fund;
- (g) Collect Assessments as provided by the Governing Documents;
- (h) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (i) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Development;
- (j) Make contracts, administer financial accounts and incur liabilities in the name of the Association;
- (k) Acquire, hold, encumber and convey, in the Association's name and in the ordinary course of business, any right, title or interest to real estate or personal property, pursuant to the consent requirements set forth in the Governing Documents, if any;
- (l) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore subject to the requirements set forth in the Declaration;
- (m) Provide for the indemnification of the Association's Directors and any person serving without compensation at the request of the Association, and maintain association professional liability insurance as deemed necessary;

(n) Supervise all persons acting on behalf of and/or at the discretion of the Association;

(o) Procure and maintain adequate insurance of types and amounts determined necessary by the Board, which may include adequate public liability insurance (including medical payments) for the Common Area in an amount not less than one Million and 00/100 Dollars (\$1,000,000.00), in combined single limit coverage, insuring against liability for bodily injury, death and property damage. Such insurance shall be maintained for the benefit of the Association, the Owners, and mortgagees, as their interests may appear as named insured; subject, however, to loss payment requirements as set forth herein. If available, all policies of insurance maintained by the Association shall contain a provision that said policy(ies) shall not be canceled, terminated, or expired by their terms, without thirty (30) days' prior written notice to the Board.

(p) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(q) Act as trustee of the interests of all named Insureds under policies of insurance purchased and maintained by the Association; negotiate loss settlements with the appropriate insurance carriers; bind such parties with 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; and receive proceeds thereby; and

(r) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

7.2 Restrictions on the Powers of the Board. The Board may not act on behalf of the Association to amend the Declaration; to terminate the Association; or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of the Directors, but the Board may fill vacancies in its membership for the unexpired portion of any term unless otherwise restricted herein.

7.3 No Waiver. The omission or failure of the Association, the Board, the Directors, or the Owners to enforce the Declaration, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board or the managing agent shall have the right to enforce the same at any time.

7.4 Delegation. The duties of any Director may be delegated to the managing agent, if any, or an Officer; provided, however, that neither the Board nor any Director shall be relieved of any responsibility under this Section or under Utah law.

ARTICLE 8 OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The Board of Directors shall be governed by its Officers, which shall be elected once Declarant has sold 60% of the Lots in the Association. Officers of the Association shall be a President, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time create by resolution who are required to be Directors. Any two (2) offices, except the offices of President and Secretary, may be held by the same person.

8.2 Election and Term of Officers. The Officers shall be elected by the Directors, for a one (1) year term, or until a successor is appointed, at the first meeting of the Board following each annual meeting of the Members.

8.3 Special Appointments. The Board may elect 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. An Officer so specially appointed need not be a Member or Director.

8.4 Resignation and Removal. Any Officer may be removed from office with or without cause by a majority of the Board of Directors. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

8.5 Vacancies. A vacancy in any office may be filled by appointment by the Board by Majority Vote. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he replaces.

8.6 Duties. The duties of the Officers are as follows:

(a) President. The President shall have all of the general powers and duties which are incident to the office of President of a Utah nonprofit corporation including, but not limited to the following: preside at all meetings of the Board of Directors; appoint committees; see that orders and resolutions of the Board are carried out; sign all contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) Secretary. The Secretary shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. The Secretary shall also record the votes and maintain the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties incident to the office of Secretary or as required by the Board.

(c) Treasurer. The Treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board of Directors.

8.7 Compensation. The Association may reasonably compensate an Officer for any service he or she renders in such a capacity in addition to reimbursement for actual expenses incurred in the performance of Association duties. Officers may include attorneys, accountants, engineers, or managers.

8.8 Delegation. The duties of any Officer may be delegated to the managing agent, if any, or another Director; provided, however, the Officer shall not be relieved of any responsibility under this Section or under Utah law.

8.9 Execution of Instruments. The President or Treasurer of the Board of Directors shall have power to execute and deliver on behalf and in the name of the Association any instrument requiring the signature of an officer of the Association, except as otherwise provided in these Bylaws or where the execution and delivery thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. Unless authorized to do so by these Bylaws or by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association in any way, to pledge its credit or to render it liable pecuniarily.

8.10 Execution of Amendments to Declaration. The President shall have the authority to amend, revise, remove, repeal or add any provision to the Declaration, without Owner or mortgagee approval, only as necessary to confirm with any applicable local, state, or federal law.

8.11 Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, and other such instruments shall be signed or endorsed by such officers or agents of the Association as shall from time to time be determined by resolution of the Board of Directors, which resolutions may provide for the use of facsimile signatures.

8.12 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

ARTICLE 9 COMMITTEES

9.1 Designated Committees. The Association may appoint such committees as deemed appropriate in carrying out its purposes, including an Architectural Committee. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board.

9.2 Executive Committee. The Board of Directors, by resolution adopted by a majority of the number of Directors, may designate three (3) or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Association.

9.3 Term of Office. The term of office for all Committee Members shall be for a period of one (1) year or less, unless sooner terminated by the Board.

9.4 Compensation. The Association may reasonably compensate a Committee Member for any service he or she renders in such a capacity only after unanimous approval of the Board in advance. Compensable services provided by Committee Members may include legal, engineering, or design review of plans and drawings.

ARTICLE 10 BOOKS AND RECORDS

10.1 Records. The Association shall keep the following records in written form or in another form capable of conversion into written form within a reasonable time:

- (a) An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- (b) An account for each Owner showing any other fees payable by the Owner;
- (c) A list of the names and business or home addresses of its current Directors and Officers;
- (d) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association and the Reserve Fund;
- (e) The current operating budget;
- (f) A record of any unsatisfied judgments against the Association and the case number and court name and address of any pending suits in which the Association is a defendant;
- (g) A record of insurance coverage provided for the benefit of Owners and the Association;
- (h) Tax returns for state and federal income taxation;

(i) The most recent annual report, if any;

(j) During the immediately preceding three years, all audited or published financial statements that an Owner may request under the Act;

(k) A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee thereof;

(l) For the immediately preceding three (3) years, minutes of all meetings of Owners and the Board, a record of all actions taken without a meeting, and all correspondence between the Association and Owners;

(m) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners; and

(n) Copies of the most current versions of the Governing Documents, along with their exhibits and schedules.

10.2 Minutes and Presumptions Thereunder. Minutes or any similar record or the meetings of Members 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.

10.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours, upon notice of five (5) business days, be subject to inspection and copying by any Member, at their expense, in good faith and for any proper purpose; provided, however, that the Association shall not release those documents determined by the Board to be confidential pursuant to a written policy or applicable law. The Board shall determine reasonable fees for copying, which shall not exceed the Association's actual cost per page. This Section 10.3 shall not be construed to affect the right of an Owner to inspect records if the Owner is in litigation with the Association.

(a) Membership List. A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner. Specifically, a Membership List may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an Association election; used for any commercial purpose; or sold to or purchased by any person.

**ARTICLE 11
AMENDMENTS**

These Bylaws may be amended by Majority Vote; provided, however, that notice has been sent to all Members pursuant to these Bylaws at least ten (10) days before the meeting regarding the same, which sets forth that the meeting is being conducted for the purpose of amendment and contains a copy or a summary of the amendment or states the general nature of the amendment.

**ARTICLE 12
INDEMNIFICATION**

12.1 Obligation to Indemnify.

(a) The Association shall indemnify, hold harmless, and defend any Director, Officer, or Committee Member who:

(i) is wholly successful on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a Director, Officer, or Committee Member of the Board; or

(ii) acted in good faith and in a manner which the person reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) No indemnification shall be made where the person has been adjudged to be liable for negligence or misconduct in the performance of his or her duties to the Association, unless a court determines that, despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses if the court deems proper.

(c) The Association's obligation for indemnification shall include: (i) Actual and reasonable expenses (including expert witness fees, attorneys' fees and costs); (ii) Judgments and fines; and (iii) Reasonable amounts paid in settlement.

12.2 Determination Required. Indemnification may be made only after a determination by the Board of Directors that indemnification is required or permitted pursuant to Section 12.1 above.

(a) The Board of Directors shall determine, in writing, whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors:

(i) By Majority Vote of those Directors who were not parties to the action, suit or proceeding, or;

(ii) If a quorum cannot be obtained, by Majority Vote of the members of a committee of the Board of Directors designated by the Board, which committee shall consist of two or more Directors not parties to the proceeding; except that Directors who are parties to the proceeding may participate in the designation of Directors for the committee.

(b) If neither a quorum nor a committee can be established, or by direction of a majority of the Directors constituting a quorum or committee, the determination shall be made by:

(i) Independent legal counsel in a written opinion; or

(ii) By the voting members, but voting members who are also Directors and who are at the time seeking indemnification may not vote on the determination.

(c) Termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe the conduct was unlawful.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

12.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the Association determines that the facts then known to it would not preclude indemnification under this Article 12, and the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

12.4 Notice. If the Association indemnifies or advances expenses to a Director under this Article 12 in connection with a proceeding by or in the right of the Association, the Association shall give written notice of the indemnification or advance to the Members with or before the notice of the next Members' meeting. If the next Member action is taken without a meeting at

the instigation of the Board of Directors, such notice shall be given to the Members at or before the time the first Member signs a writing consenting to such action.

12.5 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act, as amended.

12.6 Directors and Officers Insurance. The Association may purchase and maintain insurance on behalf of any Director, Officer, committee member of the Board, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article 12. Any such insurance may be procured from any insurance company designated by the Board, whether such insurance company is formed under the law of the State of Utah or any other jurisdiction, including any insurance company in which the Association has an equity or any other interest through stock ownership or otherwise.

ARTICLE 13 MISCELLANEOUS

13.1 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

13.2 Conflicts. In the case of any conflicts between the Declaration or Articles of Incorporation and these Bylaws or the Articles of Incorporation, these Bylaws shall control.

13.3 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CERTIFICATION

Pursuant to Section 2.1 of the Declaration, Wilson Arch Properties, LLC, the Declarant, hereby certifies that the Association adopted and approved these Bylaws by unanimous vote, effective August 23, 2017.

WILSON ARCH RESORT COMMUNITY ASSOCIATION, INC.
a Utah nonprofit corporation



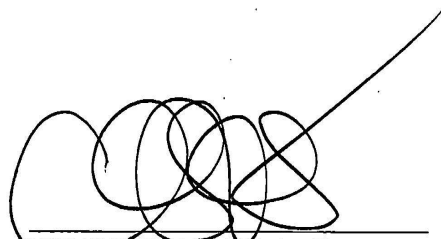
Phillip V. Glaze, Manager
Wilson Arch Properties, LLC,
Declarant

STATE OF UTAH)
) ss
COUNTY OF GRAND)

The foregoing Bylaws was acknowledged before me this 20th day of September 2017, by Phillip V. Glaze, Manager of Wilson Arch Properties, LLC, Declarant, for the Wilson Arch Resort Community Association, Inc.

SEAL





NOTARY PUBLIC, Christina Sloan

EXHIBIT A
Legal Description
Wilson Arch Resort Community

Real property located within Sections 15 & 22, Township 29 South, Range 23 East, SLB&M, in San Juan County, Utah and known as:

Parcels A, D through L, and Lots 1 through 15, and 18, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001, also known as Parcel Nos. 0005700000A0, 0005700000D0 through 0005700000L0, 000570000010 through 000570000150, 000570000180; and

Lot 19, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001, together with an undivided interest in **Lot 19A**, Phase II, Wilson Arch Resort Community, according to the Final Plat thereof, also known as Parcel No. 000570000190 and 0005700201A;

Parcels B-1 and B-2, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Subdivision Plat for Parcel B, recorded in the real property records of San Juan County at Entry No. 070056 on September 8, 2003, also known as Parcel Nos. 0005700000B1 and 0005700000B2; and

Lots D-1 through D-6, Red Canyon Villas at Wilson Arch, according to the Final Plat thereof recorded in the real property records of San Juan County at Entry No. 079555 on June 15, 2005, also known as Parcel Nos. 0007900000D1 through 0007900000D6; and

Lot 16-A, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Subdivision Plat for Lots 16 & 17 recorded in the real property records of San Juan County at Entry No. 109939 on April 12, 2010, also known as Parcel No. 00057000016A; and

Lots 1, 3, 7, 8, 10, 26, and 28 of Parcel C, Cottage & Spa Site, Wilson Arch Resort Community, according to the Phase I Amended Plat recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001, together with an undivided interest in **Tracts C-1 and C-2**, Back of the Arch Cottage Lots, according to the Final Plat thereof recorded in the real property records of San Juan County, Utah at Entry No. 070144 on September 16, 2003, also known as Parcel Nos. 0005700000C01, 0005700000C03, 0005700000C07, 0005700000C08, 0005700000C10, 0005700000C26, and 0005700000C28, and 0007300000C1 and 0007300000C2, and particularly described as follows:

Lot 1: Beginning at a corner which bears S 0 deg. 13' E 1709.4 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 0 deg. 13' E 215.3 feet, thence N 55 deg. 42' W 137.5 feet, thence along the arc of a 35.0 foot radius curve to the left 65.0 feet (said curve has a chord which bears N 6 deg. 41' W 56.0 feet), thence N 6 deg. 39' W 8.8 feet, thence N 58 deg. 35' E 141.1 feet to the point of

beginning; and

Lot 3: Beginning at a corner which bears S 9 deg. 44' W 1656.4 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 86 deg 24' E 103.8 feet; thence S 3 deg. 31' W 131.4 feet, thence N 86 deg. 24' W 103.8 feet, thence N 3 deg. 31' E 131.4 feet to the point of beginning; and

Lot 7: Beginning at a corner which bears S 0 deg. 13' E 1613.2 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 0 deg. 13' E 96.2 feet, thence S 58 deg. 35' W 141.1 feet, thence N 6 deg. 39' W 90.3 feet, thence N 58 deg. 29' E 153.1 feet to the point of beginning; and

Lot 8: Beginning at a corner which bears S 0 deg. 13' E 1388.0 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 0 deg. 13' E 225.2 feet to a corner, thence S 58 deg. 29' W 153.1 feet to a corner, thence N 13 deg. 44' E 189.1 feet to a corner, thence N 13 deg. 41' E 138.0 feet to a corner, thence S 76 deg. 19' E 53.7 feet to the point of beginning; and

Lot 10: Beginning at a corner which bears S 6 deg. 18' W 1358.8 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 76 deg. 19' E 105.0 feet, thence S 13 deg. 41' W 138.0 feet, thence N 76 deg. 19' W 105.0 feet, thence N 13 deg. 41' E 138.0 feet to the point of beginning; and

Lot 26: Beginning at a corner which bears S 0 deg. 13' E 1213.2 feet from the East 1/16 corner to Sections 15 and 22, T29S, R23E, SLBM, and proceeding thence S 0 deg. 13' E 174.8 feet, thence N 76 deg. 19' W 158.7 feet, thence N 9 deg. 54' E 139.3 feet, thence S 89 deg. 59' E 129.4 feet to the point of beginning; and

Lot 28: Beginning at a corner which bears S 0 deg. 13' E 1117.7 feet from the East 1/16 corner to Sections 15 and 22, T29E, R23E, SLBM, and proceeding thence S 0 deg. 13' E 95.5 feet, thence N 89 deg. 59' W 129.4 feet, thence N 2 deg. 54' E 57.8 feet, thence along the arc of a 35.0 foot radius curve to the left 64.8 feet (said curve has a chord which bears N 47 deg. 18' 55.9 feet), thence E 91.0 feet to the point of beginning; and

Lots 4, 6, 11 through 21, 23 through 25, Back of the Arch Cottage Lots, according to the Final Plat thereof recorded in the real property records of San Juan County, Utah at Entry No. 070144 on September 16, 2003, together with an undivided interest in **Tracts C-1 and C-2,** described above, also known as Parcel Nos. 000730000040, 000730000060, 000730000110 through 000730000210, 000730000230 through 000730000250; and

Lots 20 through 92, Phase II, Wilson Arch Resort Community, according to the Final Plat thereof recorded on Entry No. 097346 on August 29, 2007, also known as Parcel Nos. 000570020200 through 000570020920;

Together with the Open Space Parcels, private roadways, and easements created and reserved in said Plats.

Subject to the Following Deed Restrictions:

Tracts C-1 and C-2, Back of the Arch Cottage Lots, shall be perpetually used for leach-fields to serve Lots 1, 3, 7, 8, 10, 26, and 28, Parcel C, Cottage & Spa Site and Lots 4, 6, 11 through 21, 23 through 25, Back of the Arch Cottage Lots and vertical construction shall be prohibited; and

Lot 19A, Phase II, Wilson Arch Resort Community, shall be perpetually used for a septic system to serve Parcel 19, Phase I, Wilson Arch Resort Community, and vertical construction shall be prohibited; and

Said Tracts C-1 and C-2, and Lot 19A shall not be separately conveyed from their appurtenant Lots or Parcels described herein and shall not be assessed Assessments or other fees by the Association.