

**THE VILLAS AT SAND HOLLOW OWNERS ASSOCIATION**

**BYLAWS**

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BYLAWS

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**Bylaws**  
**of**  
**The Villas at Sand Hollow Owners Association**

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**ARTICLE 1**  
**OFFICES AND REGISTERED AGENT**

1.1. Principal Office. The principal office of the Villas at Sand Hollow Owners Association, hereinafter referred to as the "*Villas Association*", shall be located in Washington County, Utah, at such place as the Management Committee shall designate. The location of the principal office may be changed by resolution of the Management Committee.

1.2. Registered Office and Agent. The registered office and agent of the Villas Association, as required by Section 501 of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 et seq. (1953, as amended) (hereinafter the "Act"), may be changed from time to time as provided in the Act.

**ARTICLE 2**  
**DEFINITIONS**

Except as otherwise provided herein, the definitions set forth in the Declaration of Covenants, Conditions, and Restrictions of The Villas at Sand Hollow ("*Villas Declaration*") and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws.

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

3.1. Membership. The Master Association shall have one class of membership as more fully set forth in the Villas Declaration.

3.2. Voting Rights. Voting rights shall be as set forth in the Villas Declaration.

3.3. Evidence of Membership. No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Villas Association of qualification as a Member, or nominee of a Member, pursuant to the terms of the Articles of Incorporation and the Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him or her qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

3.4. Suspension of Membership. The rights of membership are subject to the payment of assessments and other charges levied by the Villas Association and Master Association. If a Member fails to make payment of any assessment or other charge levied by the Villas or Master Association within thirty (30) days after the same shall become due and payable the voting

rights of such Member may be suspended by the Management Committee until such assessment or charge has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any rules and regulations established by the Management Committee for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments or other charges, any suspension of the rights of membership shall be pursuant to notice and hearing. The Management Committee shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all of the relevant facts and circumstances.

ARTICLE 4  
MEETINGS OF MEMBERS

4.1. Annual Meetings. There shall be no requirement to hold an annual meeting during the Declarant Control Period. Thereafter, annual meetings of the Members for the election of committee members, the presentation of the annual financial report of the Villas Association and for the transaction of such other business as the Management Committee may determine, shall be held at such time and place as may be designated by the Management Committee. If the day of the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.2. Special Meetings. Special meetings of the Members may be called at any time by the Management Committee, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the Villas Association.

4.3. 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 a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote on the matter for which the meeting has called, addressed to the Member's address last appearing on the books of the Villas Association. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4. Waiver of Notice. The notice provided for hereinabove is not indispensable and any meeting of the Members shall be deemed validly called for all purposes if all Members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those Members not so represented or not given such notice. The attendance of any Member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by that Member.

4.5. Quorum.

(a) General Requirements. Except as hereafter provided, and as otherwise provided in the Articles or Villas Declaration, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of all the votes of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Where the Villas Declaration requires a percentage vote of all Members, the quorum required for such vote be the same as the minimum percentage vote required to approve the action which is the subject of the vote; provided however, that in calculating any such percentage, Members whose voting rights have been suspended shall not be included.

(b) Quorum for Voting Members. If the matter is one that will be voted on by Voting Members (described in the Declaration) in lieu of the Members, the presence at the meeting of a majority of Voting Members shall

constitute a quorum for any action upon which such Voting Members are entitled to vote.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the vote being taken at meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease when the Membership of the Member voting by proxy has ceased.

4.7. Voting. If a quorum is present, the affirmative vote of the majority of the Members present at the meeting shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Villas Declaration, by the Articles, or elsewhere in these Bylaws. Upon direction of the management committee, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

4.8. Action by Written Ballot in Lieu of Meeting. Any action authorized to be taken at any annual, regular, or special meeting may be taken by written ballot in lieu of such meeting if the ballot is delivered by or at the direction of the Secretary to each Member entitled to vote on the matter, which ballot shall: (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot must be returned in order to be counted, which date shall not be less than thirty (30) days after delivery of the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Management Committee, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall identify such Member by Lot number. The number of votes cast by written ballot pursuant to this section shall constitute a quorum for action on the matter. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of the Members shall be required or is necessary to obtain such consents.

4.9. Acceptance of Votes. If the name signed on any consent, written ballot, vote, waiver, proxy appointment, or proxy appointment revocation, corresponds to the name of a Member, the Villas Association, acting in good faith, may accept and give effect to the same as the act of the Member, notwithstanding that the signature may not be technically correct. For example, if an Unit is owned by a trust, thereby making the trust the Member, and the individual fails to sign as "trustee," it shall not invalidate the signature or vote of the Member.

4.10. Consent Where Meeting Not Required. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of such Members shall be required or is necessary to obtain such consents.

4.11. Validity of Votes and Consents. Any consent or vote given by an Owner on any matter in the Governing Documents shall be valid for a period of ninety days, and shall be binding on any subsequent Owner who takes title of the Lot during that period of time.

4.12. Procedure: Parliamentary Rules. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Management Committee, *Robert's Rules of Order* (current edition) shall govern the conduct of Villas Association proceedings when not in conflict with Utah law or the Governing Documents.

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

4.14. Meetings of Voting Members. In any matter that the Management Committee has designated shall be voted

on by Voting Members in lieu of the Members, the meeting of such Voting Members shall be undertaken in the same manner and with the same procedures and any meeting of Members as set forth in these Bylaws.

## ARTICLE 5 MANAGEMENT COMMITTEE

5.1. Qualifications. A committee member must be a natural person of at least 18 years of age or older and, except with respect to committee members appointed by the Declarant. In the event that a Member is not a natural person, a natural person who holds an ownership interest in the entity which is the Member may serve as a member of the Management Committee if duly appointed or elected as provided for herein.

5.2. Number. The affairs of this Villas Association shall be managed by a Management Committee consisting of at least three qualified persons. The number of committee members may range from a minimum of three to a maximum of twenty-one committee members. The number of persons constituting the whole Management Committee may be fixed from time to time within this range by resolution of the Management Committee.

5.3. Term of Office: Staggered Terms. At the first annual meeting at which Members elect the committee members, the two persons obtaining the highest number of votes shall serve for two years and all others shall serve for one year. Thereafter, upon the expiration of the initial term of each director, his or her successor shall be elected for one-year terms. Nothing shall prevent any person from serving as a director for successive terms or more than one term if duly elected by the Members.

5.4. Removal. Any committee member may be removed from the Management Committee with cause, by a majority vote of the Members of the Villas Association. Any committee member who shall be absent from three (3) consecutive Management Committee meetings shall be automatically removed from the Management Committee unless otherwise determined by the Management Committee. In the event of death, resignation or removal of a committee member, a temporary successor shall be selected by the remaining committee members and shall serve for the unexpired term of his or her predecessor or until special election of a successor.

5.5. Compensation: No committee member shall receive compensation for any service he or she may render to the Villas Association. However, any committee member may be reimbursed for actual expenses incurred in the performance of his or duties as a committee member.

5.6. Declarant Control Period. Notwithstanding anything herein to the contrary, committee members serving during the Declarant Control Period shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. There shall be no requirement for the election of committee members as forth in Article 6 until the termination of the Declarant Control Period unless the Declarant expressly provides otherwise in writing.

## ARTICLE 6 NOMINATION AND ELECTION OF COMMITTEE MEMBERS

6.1. Nomination. Nominations for election to the Management Committee may be made from the floor at the annual meeting of Members. In addition, the Management Committee may establish a nominating committee to nominate qualified Members for election to the Management Committee. If established, the Nominating Committee shall consist of a chairman, who shall be a member of the Management Committee, and two (2) or more Members of the Villas Association. The Nominating Committee shall be appointed by the Management Committee at least sixty (60) days prior to each annual meeting of the Members, to serve through such annual meeting. The nominating committee shall make as many nominations for election to the Management Committee as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.



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

6.3. Voting by Mail. Election of committee members may be handled by mail voting in the following manner, which may be, at the determination of the Management Committee, the sole method of voting or used in conjunction with in-person voting. Ballots shall be sent to each Member by the Secretary not more than sixty (60) days and not fewer than thirty (30) days before the date set for election. Ballots shall instruct Members to seal their ballot in a ballot envelope and then place the sealed envelope into a larger envelope along with a signed paper, provided by the Secretary, identifying the Member whose vote is contained in the inner envelope. Ballots may be delivered to the Secretary in person or by mail; provided however, that ballots must be received by the Secretary prior to the election. Upon receiving the ballots, the corporate secretary shall open the outer envelope, remove the identification paper and record which Members have voted. The identification paper and outer envelope shall then be separated from the ballot envelope. The ballot envelope shall be retained by the Secretary until opened on the election date.

## ARTICLE 7

### MANAGEMENT COMMITTEE MEETINGS

7.1. Regular Meetings. The first meeting of the Management Committee will follow the annual meeting of the Members at which a Management Committee is first elected by the Members. Thereafter, regular meetings of the Management Committee shall be held at such date, time and place as may be determined from time to time by resolution of the Management Committee. Written notification of each regular Management Committee meeting shall be delivered or mailed to all Directors at least seven (7) days prior to any regular Management Committee meeting. Meetings of the Management Committee shall be open to all Members, unless litigation or potential litigation, contract negotiation or employment or personnel matters are being discussed.

7.2. Special Meetings. Special meetings of the Management Committee shall be held when called by the President of the Management Committee or by any two (2) committee members, after not less than two (2) days' notice to each committee members.

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

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

7.5. Place of Meetings. Regular or special meetings of the Management Committee during the Declarant Control Period may be held in or out of the State of Utah. Regular or special meetings of the Management Committee who are elected by the Members shall be held in Washington County, Utah.

7.6. Presence of Directors at Meetings. The Management Committee may allow any director to participate in a regular or special meeting *by*, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the meeting. A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

ARTICLE 8  
POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

8.1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Villas Association managed under the direction of, the Management Committee, subject to any limitations set forth in the Villas Declaration, the Act, or the Articles.

8.2. Duties. It shall be the duty of the Management Committee to manage the affairs of the Villas Association in accordance with the terms of the Act, the Articles, the Villas Declaration, and these Bylaws, and other Governing Documents.

8.3. Limited Common and Common Areas. All limited common and common areas and related facilities shall be managed according to the Villas Declaration. It shall be the duty of the Management Committee to assess Members to cover the Common Expenses. The Management Committee shall have the rights in Common Areas and Facilities as set forth in the Villas Declaration.

ARTICLE 9  
OFFICERS AND THEIR DUTIES

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

9.2. Election of Officers. The election of officers shall take place at the first meeting of the Management Committee following each annual meeting of the Members.

9.3. Term. The Management Committee shall elect the officers of the Villas Association annually and each shall hold office for one (1) year unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve.

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

9.5. Resignation and Removal. The Management Committee may remove any officer from office with or without cause. Any officer may resign at any time by giving notice to the Management Committee, or any officer of the Management Committee. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective.

9.6. Vacancies. A vacancy in any office may be filled by appointment by the Management Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

9.7. Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 9.4.

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

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

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

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

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Villas Association and disburse such funds as directed by resolution of the Management Committee; sign all checks and promissory notes of the Villas Association; maintain a roster of all Members, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Management Committee of Members who are delinquent in paying assessments; prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of the budget and statement to the Members at said meeting.

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

9.10. Declarant Control Period. Officers serving during the Declarant Control Period shall serve at the pleasure of the Management Committee and need not be elected on an annual basis as set forth herein.

## ARTICLE 10

### COMMITTEES

10.1. Generally. The Management Committee may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Management Committee may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

10.2. Architectural Control Committee. The Architectural Control Committee created and functioning under the Master Declaration shall approve building plans, styles, architecture and other matters set forth by the Master Association's Design Code within The Villas at Sand Hollow Resort. Upon recommendation of the Management Committee, the Board of Directors of the Master Association may approve a separately-constituted Architectural Control Committee for the Villas Association.

10.3. Additional Committees. The Management Committee may create such committees as it deems necessary and appropriate to perform such tasks as the Management Committee may designate by resolution. The Management Committee shall have the authority to appoint members of each committee it creates. Each committee shall operate in accordance with the terms of such resolution.

## ARTICLE 11

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such

claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or officer of the Association may otherwise be entitled by law.

## ARTICLE 12 FINANCIAL MATTERS

12.1. Depositories. The Management Committee shall select such depositories as it considers proper for the funds of the Villas Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons authorized by these Bylaws or by Management Committee resolution to sign such checks and drafts.

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

12.3. Fiscal Year. The fiscal year of the Villas Association shall be determined by the Management Committee of the Villas Association.

12.4. Annual Report. The Management Committee shall present at the annual meeting of the Members the report of the Treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Villas Association during the preceding year. The Management Committee shall provide all Members, at the expense of the Villas Association, copies of said annual budget and statement of income and expense

## ARTICLE 13 BOOKS AND RECORDS

13.1. Villas Association Records. The Villas Association shall keep and maintain those records required by the Villas Declaration, the Act, and these Bylaws. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

13.2. Inspection of Books and Records. The books, records, and papers of the Villas Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Villas Association, where copies may be purchased at reasonable cost.

## ARTICLE 14 RULES AND REGULATIONS

The Management Committee shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Property, equipment, facilities and utility systems of the Villas Association. The Management Committee may alter from time to time such rules and regulations. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their family, guests, tenants, invitees and others over whom they may exercise control or supervision.

ARTICLE 15  
AMENDMENT

15.1. By the Management Committee. These Bylaws may be altered, amended or repealed, in whole or in part, by a majority vote of the Management Committee at any regular Management Committee meeting or at a special Management Committee meeting called for that purpose.

15.2. By the Members. These Bylaws and any amendments thereto may be altered, amended or repealed, in whole or in part, by a majority vote of Members present at any annual meeting of the Members or at any special meeting of the Members called for that purpose.

15.3. By Declarant. Declarant has the right to unilaterally alter, amend or repeal these Bylaws, in whole or in part, for any purpose during the Declarant Control Period, with or without notice to the Members. Thereafter, Declarant may unilaterally amend these Bylaws if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error.

15.4. Validity. No amendment made by the Management Committee or the Members during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any procedural challenge to an amendment must be made within six months of the effective date of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

15.5. Effective Date. Any amendment to these Bylaws shall be effective upon the date such amendment is duly adopted as provided for herein, which date the Secretary shall certify on the amendment and file with the Villas Association's records. The Management Committee shall provide notice to Members of any amendment to these Bylaws, however, the receipt of such notice shall not be a prerequisite to the validity of the amendment.

ARTICLE 16  
GENERAL PROVISIONS

16.1. Notices: Electronic Notice. Any notice required to be sent under the provisions of these Bylaws shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Members are required to maintain a current mailing address with the Villas Association. In the absence of specific instruction from the Member, the Member's current mailing address will be deemed to be the mailing address for the Lot owned by the Member. The Management Committee may, by resolution, adopt a policy for notification via electronic communication or transmission (such as e-mail) to Members in lieu of notice by mail. In addition, the Management Committee may require that Members maintain a current e-mail address with the Management Committee for such purpose.

16.2. Dates and Times. In computing any period of time prescribed or allowed by these Bylaws, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday (either federal or Utah state), in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday. The deadline of the last day of the period so computed shall be 5:00 P.M., Mountain Time.

16.3. Waivers. No provision contained in these Bylaws shall be deemed to have been waived by reason of any

failure to enforce or follow it, irrespective of the number of violations which may occur.

16.4. Construction and Interpretation. These Bylaws shall be construed wherever possible as consistent with the Villas Declaration, Master Declaration and the Act. Conflicts between documents shall be resolved as set forth in the Master Declaration.

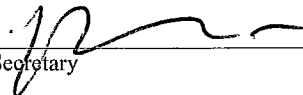
16.5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

#### CERTIFICATION

The undersigned hereby certifies that he is the duly elected/appointed Secretary of The Villas at Sand Hollow Owners Association, a Utah non-profit corporation, and the foregoing Bylaws constitute the Bylaws of said Association as duly adopted by the Management Committee on the 23 day of February 2011.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of February, 2011

  
Secretary