

**AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 LOOKOUT RIDGE SUBDIVISION**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOOKOUT RIDGE SUBDIVISION** (the "Amendment") is entered into this 28<sup>th</sup> day of April, 2010.

**RECITALS**

A. Lookout Ridge, LLC, a Utah limited liability company (as "Declarant"), caused the Declaration of Covenants, Conditions and Restrictions for Lookout Ridge Subdivision to be recorded July 7, 2007 under Reception No. 10155648 at Book 9488, Page 1134 of the records of the Office of the Clerk and Recorder of Salt Lake County, Utah (the "Declaration").

B. "Lookout Ridge" is sometimes referred to as the "Property" under the Declaration.

C. In connection with the recording of the Declaration, Lookout Ridge Owners Association, Inc. (the "Association") was formed as the homeowners association under the Declaration.

D. Declarant, the Association and the owners of lots within the Community desire to amend the Declaration to modify provisions in the Declaration concerning architectural restrictions, the architectural review process and to establish a Resale Capital Contribution for Lots within the Property.

E. Section 12.5 of the Declaration permits the amendment of the Declaration with the consent of at least seventy-five percent (75%) of the Lots in the Property and also the consent of the Declarant so long as Declarant owns any portion of the Property.

F. This Amendment has received the consent of at least seventy-five percent (75%) of the owners of Lots in the Property as evidenced by the certificate of the Secretary of the Association attached hereto and incorporated herein by this reference.

G. This Amendment has received the consent of the Declarant as evidenced by the Declarant's signature below.

**NOW, THEREFORE**, the Association, Declarant and the owners hereby amend the Declaration as follows:

1. **Architectural Restrictions.**

A. Section 7.3(a) of the Declaration shall be deleted in its entirety and replaced with the following:

**"Section 7.3 Dwelling Size.**

(a) The following are applicable to all Lots within the Property:

(i) A Rambler, One-story home shall have not less than 1,800 square feet on the main floor.

(ii) A two-story home shall have not less than 1,300 square feet on the main floor and not less than 2,500 square feet of finished living area."

B. Section 7.3(b) shall be deleted in its entirety.

C. Section 7.4 of the Declaration is hereby amended by deleting the last sentence in its entirety.

D. Section 7.6 of the Declaration is hereby deleted in its entirety and replaced as follows:

"7.6 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure being constructed of brick, stone or stucco, nor shall any structure be built with less than 50% of the front and a 3' high wainscot on the sides of the house, being either brick or stone. The percentage of brickable area is defined as the area where brick/stone can be applied not including window, door, garage door, or gable and trim frontage areas. The color of all masonry used shall be disclosed to the Committee and Owners are encouraged to submit samples. Exposed cement foundation height shall average not more than 24" above finished grade on all sides. Wood exteriors are not permitted. White trim is permitted but white, bright or dramatic colors shall not be used as primary exterior colors. All exterior colors and materials must be approved by the Committee prior to installation or application."

E. Section 7.7 of the Declaration is hereby deleted in its entirety and replaced as follows:

7.7 Roof Design. Roof pitches must be within range of 6/12 to a 12/12 slope. Shed roofs and roofs on 3rd car garages may be reduced to 4/12 and shed roof accents of lesser grade are acceptable given the main pitch of the roof meets the 6/12 requirements."

2. **Committee.** Section 6.2(b) of the Declaration is hereby amended to provide that with respect to the initial construction of a residence, the review fee for each home plan shall be \$200.00. Once a home plan is approved, no further review fee shall be payable to build such home plan on multiple Lots within the Property.

3. **Covenant for Maintenance Assessments.** Article 5 of the Declaration is hereby amended by adding a new Section 5.6 as follows:

"Section 5.6. **Resale Capital Contribution.** There shall be collected upon every conveyance of an ownership interest in a Lot other than Declarant or a builder, which is defined as an entity owning one or more Lots for the purpose of initial construction of a home and resale to the public, a resale capital contribution (the "Resale Capital Contribution") in the amount of \$250.00 if the Lot has a home or \$150.00 if the Lot is vacant payable to the Association. The Resale Capital Contribution shall not be applicable to conveyances from Declarant or builders. After the Lot has been conveyed by Declarant or a builder, the Resale Capital Contribution shall be a recurring charge payable to the Association upon all succeeding conveyances of the Lot. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Lots shall be assessed a uniform amount. The Resale Capital Contribution shall be paid at the time of closing and transfer of title on the Lot and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as Resale Capital Contribution are not to be considered an advance payment of annual assessments or charges."

4. **Consent.** Declarant's signature below shall be deemed conclusive evidence of Declarant's consent to this Amendment.

5. **Effective Date.** This Amendment shall be effective upon recording of this Amendment in the records of the Office of the Clerk and Recorder of Salt Lake County, Utah.

6. **Conflict.** In the event of any conflict between this Amendment and the Declaration, the terms and provisions of this Amendment shall prevail. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

**ASSOCIATION:**

Lookout Ridge Owners Association, Inc.,  
A Utah non-profit corporation

By: [Signature]  
President

**DECLARANT:**

Lookout Ridge, LLC  
a Utah limited liability company

By: [Signature]  
Name: Milton P. Shupp  
Title: Pres.

STATE OF UTAH )  
COUNTY OF Salt Lake )

Acknowledged by Milton Shupp, as President of Lookout Ridge Owners Association, Inc., a Utah non-profit corporation.

Witness my hand and seal.

My commission expires: 1/11/13



[Signature]  
Notary Public

STATE OF UTAH

COUNTY OF

Salt Lake )  
 )

Acknowledged by President, as Milton Chipp of Lookout Ridge, LLC, a Utah limited liability company.

Witness my hand and seal.

My commission expires: 11/11/13

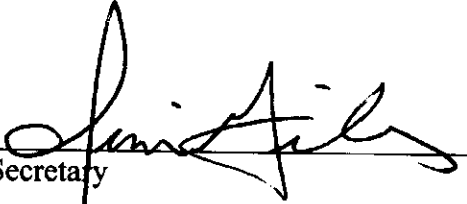


Kristen Zandi  
Notary Public

**CERTIFICATE OF LOOKOUT RIDGE OWNERS ASSOCIATION, INC.**

The undersigned Secretary of Lookout Ridge Owners Association, Inc., a Utah non-profit corporation (the "Association") hereby certifies that the Association is the homeowners association under that certain Declaration of Covenants, Conditions and Restrictions for Lookout Ridge Subdivision recorded July 6, 2007 under Reception No. 10155648, Book 9488, Page 1134 of the records of the Office of the Clerk and Recorder of Salt Lake County, Utah (the "Declaration"), that pursuant to the Declaration, and the Articles of Incorporation and By-laws of the Association, the Owners consented to action without meeting as allowed in Bylaw Section 2.11 and Utah Code Ann. 16-6A-707, for the purpose of allowing the Owners of Lots to vote on their approval or disapproval of the foregoing Amendment to the Declaration to which this Certificate is attached, the undersigned certifies that the Amendment received at least seventy-five percent (75%) of the votes of the Owners of Residential Sites, voting in person or by proxy.

Dated this 28<sup>th</sup> day of April, 2010.

  
Secretary

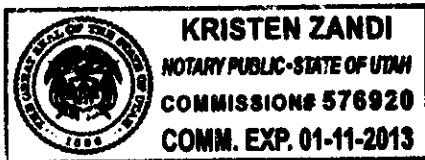
STATE OF UTAH

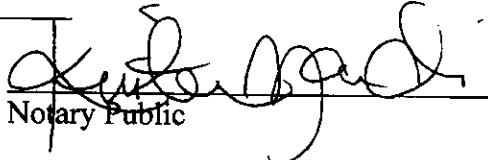
COUNTY OF Salt Lake )

Acknowledged by James Giles, as Secretary of Lookout Ridge Owners Association, Inc., a Utah non-profit corporation, on behalf of such corporation.

Witness my hand and seal.

My commission expires: 11/11/13



  
Notary Public

**BYLAWS OF  
LOOKOUT RIDGE OWNERS ASSOCIATION, INC.**

**ARTICLE I. BYLAW APPLICABILITY**

***Section 1.01 Property Submission***

Lookout Ridge Subdivision located in Salt Lake County, Utah, has been submitted to the provisions of a Declaration recorded in the Office of the County Recorder of Salt Lake County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Property."

***Section 1.02 Bylaws Applicability***

The Provisions of these Bylaws are applicable to the Property as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All Owners of any fee or leasehold interest, all occupants or users of the Property, and the agents and servants of any of them are subject to the provisions of the Declaration.

***Section 1.03 Personal Application***

All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Property, shall be subject to the Declaration. Acquisition, rental or occupancy of any of the Lots in the Property shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws and the Declaration and will comply with them.

***Section 1.04 Office***

The office of the Association and of the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors (hereinafter sometimes called the "Board").

**ARTICLE II. ASSOCIATION**

***Section 2.01 Composition***

All of the Owners acting as a group in accordance with the Utah Revised Nonprofit Corporations Act, as amended (the "Act"), and the Declaration and Bylaws shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Owners, the administration of the Property shall be performed by the Board.

***Section 2.02 Voting***

Each Owner shall have one vote. Since a Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which are, either alone or in conjunction with another person or persons, a Owner.

Except where a greater number is required by the Act, the Declaration or Bylaws, a majority of the votes of Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association.

**Section 2.03 Place of Meeting**

Meetings of the Association shall be held at the principal office of the Property or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.

**Section 2.04 Annual Meeting**

Annual meetings for any purpose other than the election of the Board may be held at any time on call of the President of the Board, by a majority of the Board or by Owners representing twenty percent (20%) of the Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6.2.

Thereafter, the annual meetings of the Association shall be held in May. The Board in its discretion may designate another date for the annual meeting. At such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Association may transact such other business as may properly come before them at such meetings.

**Section 2.05 Special Meetings**

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or, after all of the Board has been elected by Owners, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 2.06 Notice of Meetings**

It shall be the duty of the Secretary to give a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, in accordance with the notice provisions contained herein.

**Section 2.07 Voting Requirements**

An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, and shall have no reported or obvious violations of the Declaration at least three (3) days prior to the date fixed for such annual or special meeting.

**Section 2.08 Proxies**

The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or, in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if



not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

**Section 2.09 Absentee Ballots**

(a) A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the Election Committee, but in no event shall the vote be cast more than fourteen (14) days prior to the voting date.

(b) Ballot boxes containing absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

**Section 2.10 Mail-in Ballots**

(a) Any action that may be taken by the Unit Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended.

(b) A combination of mail-in ballots and "in person" ballots may be used.

**Section 2.11 Written Consent in Lieu of Vote**

Any action that may be taken by the Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-707, as amended.

**Section 2.12 Quorum**

Except as may otherwise be provided in the Declaration or by statute, more than thirty percent (30%) of the Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting; the Owners entitled to vote thereat, present in person, represented by proxy or absentee ballot, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be the Owners in person or represented by proxy or absentee ballot.

**Section 2.13 Order of Business**

The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Board Members, if applicable; (h) unfinished business; and (i) new business. In its sole discretion, the Board may change the order of business.

**Section 2.14 Title to Lot**

Title to Lots may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

**Section 2.15 Conduct of Meeting**

The President shall, or in his absence the Vice-President shall, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

**ARTICLE III. BOARD OF DIRECTORS**

**Section 3.01 Powers and Duties**

The affairs and business of the Association shall be managed by the Board which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association.

The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Property provided such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments against Owners to defray the cost and expenses of the Property, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for common expenses. Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Property.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.
- (f) Making and amending Rules and Regulations respecting the use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Declaration and Bylaws for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k) Borrow money.

(l) Paying the cost of all services rendered to the Property and not billed to Owners of individual Lots.

(m) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying any maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited every three (3) years by an outside auditor employed by the Board who shall not be a resident of the Property, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Property who requests the same in writing from the Secretary.

(n) To do such other things and acts not inconsistent with the Act, Declaration or Bylaws.

### ***Section 3.02 Manager***

The Board may employ a Manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.1.

The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (I), of Section 3.1 shall require the written consent of the Board.

### ***Section 3.03 Number of Board Members***

The Board shall be composed of three (3) to five (5) persons, who are members in good standing. The Board by resolution shall determine the number of Board members. If the Board decides to increase the number of Directors, they shall fill the new seats as if they were vacancies and the Members shall vote to fill those seats at the next Annual Meeting.

### ***Section 3.04 Selection and Term of Office of the Board***

Unless appointed under the provisions of Section 3.10, Board members shall be elected as follows:

(a) Board members shall be elected by a plurality vote of the Members present in person or by proxy at the annual meeting. Cumulative voting shall not be permitted.

(b) All Board members shall hold office until the members shall have elected their respective successors.

(c) Board members' terms shall be staggered. The initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Board members at their first meeting. Upon the natural expiration of a Board member's term, a successor shall be elected for a two (2) year term. There shall be no limit on the number of terms an Owner may serve as a Board member.

**Section 3.05 Organization Meeting**

The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Board at the meeting at which such Board-persons were elected, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting provided that majority of the whole Board shall be present thereat.

**Section 3.06 Regular Meetings**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least three (3) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Board shall be given to each Board member at least three (3) business days prior to the day named for such meeting.

**Section 3.07 Special Meetings**

The President on three (3) business days' notice to each member may call special meetings of the Board. Such shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board in like manner and on like notice on the written request of at least two (2) Board members.

**Section 3.08 Waiver of Notice**

Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3.09 Board's Quorum**

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

**Section 3.10 Vacancies**

In the event a Board seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board for the balance of the term associated with the vacated seat.

Vacancies in the Board caused by any reason other than removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board

members present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a Board member for the remainder of the term of the Board member so replaced and until a successor is elected at the next annual meeting of the Association.

**Section 3.11 Removal of Board Member**

(a) A Board member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of the majority of the votes represented and voting. Any Board member whose removal has been proposed by the Owners shall be given at least thirty (30) days written notice of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting.

(b) Any Board member who allows his installments of assessments made or levied against him and his Lot by the Board to become three (3) months overdue, and fails to cure the default within ten (10) days after written notice shall automatically forfeit his membership on the Board.

**Section 3.12 Compensation**

Board members shall not be compensated for their work. However, they may seek reimbursement for actual costs incurred associated with their service.

**Section 3.13 Conduct of Meetings**

The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

**Section 3.14 Report of Board**

The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, full and clear statement of the business and condition of the Association.

**Section 3.15 Fidelity Bonds**

The Board shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Board shall provide a fidelity insurance coverage as required by the Declaration.

**Section 3.16 Dispensing with Vote**

Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 3.17 Liability of the Board**

The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws.

## ARTICLE IV. OFFICERS

### **Section 4.01 Designation**

The principal officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by and from the Board.

The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The same person may hold two or more offices, except that the President shall not hold any other office.

### **Section 4.02 Election of Officers**

The officers of the Association shall be elected annually by the Board at the organization meeting of each Board and shall hold office at the pleasure of the Board. The Board at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Nevertheless, the Board members may serve as the officers of the Association, with such positions therein determined amongst them.

### **Section 4.03 Removal of Officers**

The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

### **Section 4.04 President**

The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all committees; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

### **Section 4.05 Vice President**

There shall be a Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

### **Section 4.06 Secretary**

The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Board and committees and shall perform such other duties as may be prescribed by the Board.

The Secretary shall compile and keep current at the principal office of the Property, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

**Section 4.07 Treasurer**

The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He or she shall disburse funds as ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Board members, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

**Section 4.08 Agreement, Contracts, Deeds, Checks, etc.**

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures shall be executed by any person or persons as may be designated by the Board.

**ARTICLE V. FISCAL YEAR**

**Section 5.01 Fiscal Year**

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

**ARTICLE VI. AMENDMENT TO BYLAWS**

**Section 6.01 Amendments**

Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by the management committee at any time, to add, change or delete a provision, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class or unless it is prohibited by the Declaration.

**Section 6.02 Recording**

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Salt Lake County, Utah.

**Section 6.03 Conflicts**

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Owners shall be bound to abide by such modification or amendment.

**ARTICLE VII. NOTICE**

**Section 7.01 Manner of Notice**

All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. The Association may collect and give notice by

electronic mail or other electronic means to a number or address, which the Owner has given the Association.

**Section 7.02 Waiver of Notice**

Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

**ARTICLE VIII. COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS**

**Section 8.01 Compliance**

These Bylaws are set forth in compliance with the requirements of the Act.

**Section 8.02 Conflict**

These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

**Section 8.03 Severability**

These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the states will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance are held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

**Section 8.04 Waiver**

No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 8.05 Captions**

The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

**Section 8.06 Gender, etc.**

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**IN WITNESS WHEREOF**, the Declarant, has caused these Bylaws to be executed by its duly authorized officers on the \_\_\_ day of \_\_\_\_\_, 2009.

SIGNATURES TO FOLLOW



DECLARANT:  
Lookout Ridge, L.L.C.

Jim Giles  
By: Jim Giles  
Its: MANAGER

STATE OF UTAH )  
County of Salt Lake :ss.

On this 28 day of April, 2010, personally appeared before me James Giles who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute these Bylaws.



Kristen Zandi  
NOTARY PUBLIC