

Welcome to South Pointe Condominiums

We, the officers and Board members would like to welcome you as members of our homeowners association.

Attached you will find copies of the Bylaws, Restrictive Covenants general information, contact information and pool rules. Please take a minute to familiarize yourself with these.

The Officers and Board of Directors are responsible for managing the affairs of the association and to oversee the maintenance of the common area. The dues that you pay will provide for landscaping, snow removal, operation of the pool/clubhouse, and overall maintenance of the common area. Dues will also provide for the master/blanket policy of property insurance. This policy shall cover all of the common elements and limited common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures; to the extent they are part of the common elements for the condominium. You should contact your own insurance agent for the balance of coverage necessary to insure your property. The master policy is carried through State Farm Insurance, with Craig Speechly as our agent (801 621-2831). Craig will be happy to answer any questions concerning our coverage. Please refer to Article IX of the by-laws referring to insurance coverage.

Our homeowner dues are \$225.00 per month, and are due on the 1st of each month. Dues, that are not received by the 15th of each month, will be assessed a \$10.00 penalty. Dues should be mailed to;

South Pointe Homeowners Association
P.O. Box ~~150303~~ 150303
Ogden, Utah 84415

For your convenience there is also a mail slot for payments as well as other correspondence located on the wall next to the entry gate at the pool/clubhouse.

A certain amount, as designated by the Homeowner's association Board of Directors, of each month's dues, per unit, is committed to a reserve fund for property maintenance.

There is a Board of Directors meeting the first Tuesday of each month at 6:00 PM, currently being held at the pool/clubhouse, if you would like to attend you're welcome. Please contact any one of the officers or Board members as to the exact location for the meeting. We schedule general homeowners meetings 1 or 2 times during the year and you will be notified of the date, time and location of these meetings.

Garbage pickup is Wednesday morning about 10:00 am, so please have your garbage on the curbside for pickup. Garbage and re-cycle cans must be kept either in your garbage or on your back patio when not out for collection. Please return your cans to the garage or patio within 24 hours after collection. South Pointe withdrew from the mandatory recycling program. If you would like a recycling can please call Washington Terrace Public Works department and request to have one delivered. Just like the garbage can, the recycling can must be kept either in your garage or on your patio.

We have a speed limit of 10 MPH through out the complex. Please ask your family members and guests to observe the speed limits. Because of our narrow streets and parking, please read, familiarize yourself with and adhere to the parking restrictions listed in the South Pointe Rules and Regulations (Covenants, Conditions and Restrictions, CCRs) Also, on holidays or special occasions when families and groups gather, please advise all guests that parking on the street must allow passage of emergency vehicles; staggered, or preferably, limited to one side of the street.

If you are a pet owner our restrictive covenants require you to keep you pets on a leash and also to clean up after them. The restrictive covenants also limit pet size to no more than 30 lbs. Pets absolutely must not be tied up and left outside in the common area unattended.

The key to the swimming pool also fits the gates which lead to Friendship Park immediately east of the complex. Please keep the gates closed and locked after using them. The keys are special and require the President's or Vice-President's signature in order to get a replacement made. If you lose yours, replacement of these special keys is very expensive, cost of which will be owner's responsibility. These keys should also be transferred to new residents should ownership of unit change.

Please observe the rules when visiting the swimming pool. Some of the rules have been adopted to help lessen the liability of the association as well as for the convenience of our residents. Residents not observing the pool rules will have their pool privileges revoked.

The installation of a satellite dish requires approval of the board. A policy form to be completed and presented to the board prior to installation is included in this packet.

One day a week during the growing season, our contracted landscape personnel will be on the property.

The current officers/Board members are:

C Allen(Al) Kemp----President

Scott Christensen---Vice President

Sara Johnson-----Secretary/Treasurer (Appointed Position)

Nancy Brummett-----Board Member

Kay Evans-----Board Member

Jennifer Jasper-----Board Member

Sally Caine-----Board Member

Randy Kelly-----Board Member

We have established a communication tree for more efficient flow of information between residents and the HOA Board of Directors. If you have any further questions please contact your communication-tree board member below:

Board Member to Contact

Phone number

NO LIFEGUARDS ON DUTY

POOL RULES

1. All persons using the pool do so at their own risk. The association and owners are not liable for any injury or accidents.
2. Pool hours; 8:00 A.M. to Dusk
3. No children under 16 years old allowed without adult present at all times.
4. Relatives/Friends of the homeowners are not authorized to use the pool facilities. They are considered to be guests and guests must be accompanied by the homeowner at all times.
5. Absolutely no glass type containers or bottles allowed around pool or spa vicinity.
6. All covers, thermometers, and rescue devices are not toys, please do not disturb unless needed.
7. All owners and guests must clean up the area after use. Place all trash in containers provided.
8. Do not adjust thermostats in the clubhouse.
9. All children under three (3) years old and those children not toilet trained must wear swim-diapers in the pool, no exceptions.
10. No loud radios or stereos.
11. Pool reserved for property residents only Tuesday, Thursday, and Sunday.
NO GUESTS ALLOWED!
12. Clubhouse and showers are not play areas, do not use as such.
13. All residents must sign in when using the pool.
14. All residents and their guests must shower before entering the pool.
15. Everyone entering the pool must shower with soap prior to entering the pool
16. No one may use the pool if you have had diarrhea within the previous two weeks.

NO LIFEGUARDS ON DUTY

Special Pool Restrictions

Everyone entering the pool must shower with soap prior to entering the pool

No one may use the pool if you have had diarrhea within the previous two weeks.

All children not toilet trained must wear swim diapers and plastic pants over the swim diapers.
NO EXCEPTIONS!!

SATELLITE DISH POLICY

Prior to installation, each unit owner requesting a satellite dish shall submit a request to the Management Board for approval. Such request shall include a description of the dish to be installed and the proposed location, in accordance with the guideline established by the board.

No large satellite dish may be installed within South Pointe. Only a maximum to 30" dishes may be installed.

Unit owner is responsible for all liability associated with the installation and maintenance of the satellite dish.

Only one dish per unit is allowed. If a resident ~~is~~ changes providers, the initial dish must be removed prior to the installation of the second dish. Only the anchor to the roof may remain in place from the 1st dish.

All installation costs, along with any occurring and ongoing maintenance cost, shall be the responsibility of the unit owner, (Including any roof leak caused by the installation of the dish). If at anytime maintenance is required on the unit any increased costs associated with the dish will be the responsibility of the unit owner, i.e. (roof replacement/repair which would require the satellite dish to be removed and reinstalled), the increased cost be the responsibility of the unit owner/resident.

Installation must be by a Bonded and Insured Installer. No homeowner may install their own dish unless bonded and Insured as such.

When units are sold, unless accepted by new owner, the resident shall be liable for all cost to remove the dish. No dish shall remain attached to any building unless accepted by the new owner. Units sold without purchaser approval shall be subject to lien for removal and repair of structure associated with the satellite dish.

The Board shall establish a uniform location depending on unit location and direction within the complex.

I/we request installation of a mini satellite dish. I/we agree to abide by the policy established by the Management Board and shall follow all rules and restrictions in accordance with the policy.

Owners should check with their individual unit owner's insurance agent for coverage of satellite dish.

Owner: _____ Date: _____

Approved by Board: _____ Date: _____

SOUTH POINTE HOMEOWNER'S ASSOCIATION
RULES AND REGULATIONS
June 12, 2013

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration (dated 1988 and amended in 1993) on June 12, 2013.

Ethical responsibilities. If you are an Owner, renter, or even a visitor, you are expected to follow the Rules and Regulations established by the HOA Board. As an Owner living in a condominium association, we have all willingly agreed to abide by the rules established by the HOA. These rules are quite different than living in a private residence. We are living in a confined community and we share common areas and have roads that are narrower than most. To make living here a good experience, we must learn to live together and have respect for each other's property and privacy. Living in a confined area means that what we do may affect our neighbors. In this document, the Board has tried to clearly establish the expectations and behavior of those who live in our community.

The items listed below are limited to the obvious problems that may come up. For those items not specifically addressed, please remember to treat everyone with respect. Since you are all investors in the HOA, we hope that you will make every effort to keep our community a beautiful and friendly place to live. We encourage you to contact a Board member when you have an idea, a question, or a concern.

A. ANIMAL RESTRICTIONS

No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets in reasonable quantities. As used in these Rules and Regulations, reasonable quantities shall mean no more than two pets per household. Any Owner who desires more than two pets must submit a written request to the Board. The Board will either approve or disapprove such requests.

Size of all pets shall be limited to 30 pounds. Any Owner or renter who has a pet that exceeds the new weight limitations (May 2013) shall be grandfathered in until such time as the death or removal of said pet. Any Owner or anyone in the family may have a certified service animal. Any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants, and invitee, for any unreasonable noise, damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animal, which have used any portion of the Common Area.

No pets shall be allowed to roam freely throughout the Common Area and such pets shall be properly leashed while in the Common Areas. No pet whether inside of a unit or in the Common Area shall be allowed to become a nuisance to any other Owner. Unattended pets found in the Common Areas may be caught or trapped and taken to Weber County Animal Control Center. No dogs can be left outside unattended on leashes or chains. Please immediately notify a Board member if you have lost a pet so we do not inadvertently send away someone's valued pet. The

Rules and Regulations are in accordance with local municipality ordinances.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board (by a majority vote of the Board) will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

B. ARCHITECTURAL REQUESTS

No building, fence, wall, patio cover, storm door, hot tub, satellite dish, or other structure shall be commenced, painted, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design color, and location in relation to surrounding structures and topography by the Board. The Board shall approve proposals or plans and specifications submitted for approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of South Pointe as a whole; that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the HOA.

The Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Owner submitting the same to grant appropriate easements to the Board for the cost of maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

The Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the HOA to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Board may provide that the amount of such fee shall be uniform, or that it be determined in any reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed One Hundred (\$100.00) Dollars. The Board may require such detail in plans and specifications submitted for its review as it deems necessary and proper, including, without limitations, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of the requested material, the Board may postpone review of any plans submitted for approval.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner or if any of the Board members notice construction projects that were not previously approved by the Board. If the Board determines that the Owner or current resident has violated this regulation by a majority vote of the Board, the Owner will be notified in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove unapproved modifications. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

C. HOA FEES

The monthly HOA fees are due on the first day of each month. A late fee of \$10 will be added to payments received after the tenth day of the month. Additional late fee charges of \$10 every ten days will be added to what is due. Owners are encouraged to contact the HOA Secretary/Treasurer when payment is delayed.

Enforcement

Unpaid HOA fees will be subject to a lien on the property. A majority vote of the Board at a regular meeting can start that process. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

D. NUISANCES

No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner.

No loud noises or noxious odors shall be permitted on the Properties and the Board shall have the right to determine, in accordance with the Bylaws, if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Board.

Children are a welcome addition to our community. All residents and guests must respect each other's privacy. No one shall gather, loiter, or play on the grassy areas surrounding other Owner's buildings. We encourage all of our residents to utilize Friendship Park for sports activities. Each unit Owner should have a gate key to Friendship Park which gives us access to a good play area

near our complex.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove materials covered under this regulation. Damage caused by children will be charged to the Owner. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

E. PARKING AND VEHICLE RESTRICTIONS

Each Owner has four parking stalls, two in the garage and two in the driveway. If an Owner decides to use the garage for storage, that does not give the Owner the right to park on the street. The streets are narrow and do not allow safe passage of large service trucks if cars are parked on the street. No Owner of a Unit shall park, store or keep any vehicle except within the areas designed for such, (garages and driveways). Any inoperable vehicles must be stored only in garages. No Owner shall park, store or keep on any property or street (public or private) within the Properties any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, delivery truck, and any other vehicular equipment) deemed to be a nuisance by the Board. The above excludes trucks with small campers or small pickup trucks used for everyday type transportation, which may be parked in a driveway or garage.

There shall be no overnight parking on the street, which includes the three dead end streets. The two off-street parking areas (swimming pool and south end parking lots) are reserved for short-term day-time parking only. Visitors are allowed to park on the street or in the two off-street parking lots during the day and up to a week for overnight parking in the two off-street parking lots. No recreational vehicle shall be stored on the property, except that, which will fit wholly within the garage without interfering with the operation of the garage door.

Recreational vehicles may be parked for a period of 24 hours, before and after use, within the Property, providing the vehicle does not interfere with any other owner's use of or access to the property. The 24 hour period before and after shall be used to allow the owner to clean, load and unload their vehicle. No Owner of a Unit shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any lot, unit, or upon the common area.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If

not resolved, the Board, by a majority vote, will either notify the Owner in writing or may have their vehicle towed at the Owner's expense. Vehicles parked on the street during snow storms or when the streets are going to be plowed are subject to immediate towing without notification. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

F. RAIN GUTTER HEATERS

Maintenance and replacement of rain gutter heaters are the responsibility of the unit owner. Even though many units had rain gutter heaters as part of the original construction, the HOA will not cover the cost of replacement due to roof replacement or repair. Prior to installation, each unit owner must request permission of the Board before installing or replacing rain gutter heaters. All installation costs, along with any occurring and ongoing maintenance cost, shall be the responsibility of the unit owner, (Including any roof leak caused by the installation of the heaters). If at any time maintenance is required on the unit any increased costs associated with the heaters will be the responsibility of the unit owner.

Enforcement

Roof repairs caused by rain gutter heaters will be charged to the Owner. A majority vote of the Board at a regularly scheduled meeting will be required to authorize this charge.

G. SATELLITE RECEIVERS

Prior to installation, each unit owner requesting a satellite dish shall submit a request to the Board for approval. Such request shall include a description of the dish to be installed and the proposed location, in accordance with the guideline established by the board. No large satellite dish may be installed within South Pointe. Only a maximum to 30" dishes may be installed. Unit owner is responsible for all liability associated with the installation and maintenance of the satellite dish. Only one dish per unit is allowed. If a resident changes providers the initial dish must be removed prior to the installation of the second dish. Only the anchor to the roof may remain in place from the dish.

All installation costs, along with any occurring and ongoing maintenance cost, shall be the responsibility of the unit owner, (Including any roof leak caused by the installation of the dish). If at any time maintenance is required on the unit any increased costs associated with the dish will be the responsibility of the unit owner, i.e. (roof replacement/repair which would require the satellite dish to be removed and reinstalled), the increased cost be the responsibility of the unit owner/resident. Installation must be by a Bonded and Insured Installer. No Owner may install their own satellite dish unless bonded and Insured as such.

When units are sold, unless accepted by new owner, the resident shall be liable for all costs to remove the dish. No dish shall remain attached to any building unless accepted by the new owner. Units sold without purchaser approval shall be subject to lien for removal and repair of structure associated with the satellite dish. The Board shall establish a uniform location depending on unit location and direction within the complex. Owners should check with their

individual unit owner's insurance agent for coverage of satellite dish.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove materials covered under this regulation. The Owner is welcome and encouraged to present their particular situation at a meeting of the Board.

H. SIGNS

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Board, except one sign for each dwelling unit of no more than three (3) feet by two (2) feet advertising the property for sale or rent.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove materials covered under this regulation. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

I. SWIMMING POOL

Please note that there are no lifeguards on duty so that all persons using the pool do so at their own risk. The HOA or Owners are not liable for any injury or accidents. The pool hours are from 8:00 A.M. to Dusk -- No children under 16 years old are allowed without an adult present at all times. Relatives or friends of the homeowners are not authorized to use the pool facilities. They are considered to be guests and must be accompanied by the homeowner at all times.

Absolutely no glass type containers or bottles allowed around the pool area. All covers, thermometers, and rescue devices are not toys, please do not disturb unless needed. All owners and guests must clean up the area after use. Please place all trash in containers provided. Do not adjust thermostats in the clubhouse. All children under three (3) years old and those children not

toilet trained must wear swim-diapers and plastic pants over the swim diapers in the pool. NO EXCEPTIONS!

No loud radios or stereos are permitted. The pool is reserved for property residents on Tuesdays, Thursdays, and Sundays. During those days there are no guests allowed. The clubhouse and showers are not play areas, and should not be used as such. All residents must sign in when using the pool. Everyone entering the pool must shower with soap prior to entering the pool. No one may use the pool if you have had diarrhea within the previous two weeks.

Enforcement

Enforcement of the pool rules is of the utmost importance because safety is our highest priority. Any Owners are encouraged to respond immediately to any life-threatening or dangerous situations. Any Board member has the authority to demand that pool users leave the area if that Board member observes that critical safety measures are not being followed. The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation. In the case of property damage, a fine may be levied against the Owner. The Board may prohibit future use of the pool to those who do not adhere to the rules. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

J. TEMPORARY BUILDINGS

No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove materials covered under this regulation. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

K. TRASH

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or

Common Area, except in sanitary containers located in appropriate areas concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Washington Terrace City trash containers can be placed curbside for pickup no longer than one day before regularly scheduled pickup and no later than one day after.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such and located within restricted use common areas. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Properties.

Enforcement

The Board will respond to violations of this regulation when a complaint is received from an Owner. If two Board members determine that the Owner or current resident has violated this regulation, a Board member will contact the Owner and try to negotiate a friendly resolution. If not resolved, the Board, by a majority vote, will notify the Owner in writing. The letter will describe the violation, a reasonable solution, and the consequence of such violation if not corrected. A fine may be levied against the Owner if the situation is not corrected in the time mentioned in the letter. The Board has the right to remove materials covered under this regulation. The Owner is welcome and encouraged to present their particular situation at a regularly scheduled meeting of the Board.

L. GARAGE AND ESTATE SALES

Garage or yard sales by individuals are prohibited. If there are enough owners interested in holding a garage sale, they may make a request for joint sale to the Board who may then vote to allow such a sale. The Board will set the time and date for this sale. Estate Sales are permitted provided those holding the sale notify the Board in sufficient time such that the neighbors closest to the sale site may be notified.

Enforcement

Unauthorized garage or estate sales will be fined \$100.

M. AUTHORITY

In Section 3(b) of the Bylaws, one of the responsibilities of the Board is "To conduct, manage and control the affairs and business of the HOA and to make and enforce such rules and regulations therefore consistent with the law, the Declaration, the Bylaws, and the Rules and Regulations, as the Board may deem necessary or advisable." The Rules and Regulations are adopted by a majority vote of the Board members.

SOUTH POINTE HOMEOWNER'S ASSOCIATION
BYLAWS

The Bylaws were approved by the Owners of the South Pointe HOA in accordance with the provisions of the Declaration (dated 1988 and amended in 1993) on November 5, 2013.

A. Definitions:

Board. The Board of Directors (Board) consists of seven elected Owners who govern the affairs of the Home Owners Association (HOA). The Board is comprised of seven members and two Officers, the President and Vice-President. An individual Board member is commonly referred to as a member.

Owner. Each owner of a unit is referred to as an Owner.

B. Meetings

Section 1. Place of Meetings of Owners. Meetings of the HOA Owners shall be held at the property or such other suitable place as close thereto as practicable in Weber County, Utah, convenient to the Owners, as may be designated by the Board.

Section 2. Annual Meeting of Owners. The annual meeting of the HOA shall be held in March. At such annual meetings, there shall be elected by ballot of the Owners, a Board and Officers. At each annual meeting, the members of the Board and Officers shall be elected for terms of two (2) years. The terms of office shall be staggered, so that approximately one-half of the Board and Officers are elected or re-elected annually. Unless a member of Board resigns before the expiration of his term of office, each member shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any member elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the uncompleted term of his predecessor. The Owners may also transact such other business of the Association as may properly come before them. Each Owner may designate a proxy to attend any or all annual meetings of the Owners.

Section 3. Special Meetings of Owners. Special meetings of the Owners may be called at any time by a petition signed by at least fifteen percent (15%) of the Owners setting forth 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. Each Owner may designate a proxy to attend any or all special meetings of the Owners.

Section 4. Notice of Meetings of Owners. It shall be the duty of the Office Manager to mail a notice of each annual or special meeting of Owners, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Owner of record. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this section shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Office Manager, notice shall be deemed to have been given to an Owner if posted in a conspicuous place.

Section 5. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum, (defined as 51% of the owners) has not attended, the Owners who are present, either in person or by

proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by proxy, of twenty-five percent (25%) of the Owners. Such adjourned meetings may be held without notice thereof, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 6. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call to determine the voting power represented at the meeting;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspector of election;
- (g) Election of the Board and Officers;
- (h) Unfinished business and
- (i) New business.

Meetings of Owners shall be conducted by the officers of the HOA Association, in order of their rank

Section 7. Consent of Absentees. The transactions of any meeting of Owners, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, and a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Owners, when signed by the President or Office Manager shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

C. Board

Section 1. Number and Qualification. The property, business and affairs of the HOA shall be governed and managed by a Board composed of seven (7) persons, each of whom must be an Owner of a unit in the HOA. Board members shall not receive any stated salary for their service as members; provided, however, that:

- (a) Nothing herein contained shall be construed to preclude any member from serving the HOA in some other capacity and receiving compensation therefore; and
- (b) Any member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 2. Powers and Duties. The Board has the powers and duties necessary for the administration of the affairs of the HOA and may do all such acts and things as are not by law or by the Declaration directed to be exercised and done exclusively by the Owners.

Section 3. Special Powers and Duties. Without prejudice to such foregoing general powers and duties and such other powers and duties as are set forth in the Declaration, the Board is vested with and responsible for, the following powers and duties:

- (a) To select, appoint and remove the Office Manager, agents and employees of the HOA; to prescribe such powers and duties for them as may be consistent with law and with the Declaration; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board;
- (b) To conduct, manage and control the affairs and business of the HOA and to make and enforce such rules and regulations therefore consistent with the law, with the Declaration, the Bylaws, and the Rules and Regulations, as the Board may deem necessary or advisable;
- (c) To change the principal office for the transaction of the business of the HOA from one location to another within the County of Weber and to designate any place within said county for the holding of any annual or special meeting or meetings of Owners consistent with the provisions hereof;
- (d) To borrow money and to incur indebtedness for the purposes of the HOA and to cause to be executed and delivered therefore, in the HOA's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore;
- (e) To fix and levy, from time to time, assessments upon the Owners, to determine and fix the due date for the payment of such assessments and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of common areas or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the HOA for the general benefit and welfare of the Owners in accordance within the provisions of the Declaration. The Board is authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves;
- (f) To enforce the provisions of the Declaration covering the condominium common areas, the Declaration or other agreements of the HOA;
- (g) To contract for and pay insurance in accordance with the provisions of the Declaration;
- (h) To contract for and pay maintenance, gardening, utilities, materials and supplies and services relating to the condominium common areas and to employ personnel necessary for the operation

of the condominium common areas, including legal and accounting services and to contract and pay for improvements and facilities on the condominium common area;

- (i) To delegate its powers according to law and the Declaration;
- (j) To grant easements where necessary for utilities and sewer facilities over the condominium common areas;
- (k) To adopt such Rules and Regulations as the Board may deem necessary for the management of the condominium common areas, which Rules and Regulations shall become effective and binding after:
 - (1) they are adopted by a majority of the Board after a meeting called for that purpose or by the written consent of such number of members attached to a copy of the Rules and Regulations of the Association;
 - (2) they are posted in a conspicuous place in the condominium common areas.

The Rules and Regulations shall not materially affect the rights, privileges or preferences of any Owner as established by the Declaration. Such Rules and Regulations may concern, without limitation, use of the common areas, signs, parking restrictions, minimum standards of property maintenance consistent with the Declaration and any other matters within the jurisdiction of the HOA as provided in the Declaration; provided however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration and Bylaws.

- (l) To make available to the Owners, prospective purchasers, lenders and the holders and insurers of the Owners' first mortgage on any unit, current copies of the Declaration, the Bylaws, Rules and Regulations, and other rules governing the condominium project and other books, records and the most recent annual audited financial statement of the HOA. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Further, upon written request from any of HUD, VA, FHLMC and/or FNMA which has an interest or prospective interest in the condominium, the HOA, through the Board, shall be required to prepare and furnish, within a reasonable time, an audited financial statement of the HOA for the immediately preceding fiscal year.

Section 4. Management Contract. The Board may contract with any person, firm or association for the management of the common areas.

Section 5. Election and Term of Office. At each annual meeting of the Owners, new members of the Board and Officers shall be elected by secret written ballot by a majority of Owners as provided herein. In the event that an annual meeting is not held or the Board members are not elected there at, the Board members may be elected at a special meeting of the Owners held for that purpose. Each member shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a member may be reelected and there shall be no limitation on the number of terms during which he may serve.

Section 6. Books, Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the HOA in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals and shall obtain an independent certified audit of such books and records. A copy of each such audit shall be delivered to an Owner within thirty (30) days after the completion of such audit upon written request from an Owner. A balance sheet and an audited operating (income) statement for the HOA shall be distributed to each Owner (and to any institutional holder of a first mortgage on a unit upon request) within sixty (60) days of accounting dates as follows:

- (a) An initial balance sheet and an initial operating statement as of an accounting date which shall be the last day of the month closest in time to six (6) months following the date of closing of the first sale on a unit to an Owner; and
- (b) Thereafter, an annual balance sheet and an annual operating statement as of the last day of the HOA's fiscal year. The operating statement for the first six (6) month accounting period referred to in (a) above shall include a schedule of assessments received or receivable itemized by unit number and by the name of the person or entity assessed.

Section 7. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Owners of the HOA shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a member until a successor is elected at the next annual meeting of the HOA or at a special meeting of the Owners, or at a special meeting of the Owners called for that purpose. A vacancy or vacancies shall be deemed to mental incompetence of any member or in case exist in case adjudication of death, resignation, removal or judicial action the Owners fail to elect the full number of authorized members at any meeting at which such election is to take place.

Section 8. Removal of Members. At any regular or special meeting of the Owners duly called, anyone or more of the members may be removed with cause by a majority vote of the Owners of the Association and a successor may then and there be elected to fill the vacancy thus created. Any member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. If any or all of the members are so removed, new members may be elected at the same meeting.

Section 9. Regular Meetings. Regular meetings of the Board shall be open to the Owners and may be held at such time and place as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the members; provided, however, that such meetings shall be held no less frequently than quarterly. Notice of regular meetings of the Board shall be given to each member, personally or by mail, telephone or electronically, at least seventy-two (72) hours prior to the date named for such a meeting and shall be posted at a prominent place or places within the common areas.

Section 10. Special Meetings. Special meetings of the Board shall be open to all Owners and may be called by the President (or, if he is absent or refuses to act, by the Vice-President). At least seventy-two (72) hours notice shall be given to each member, personally or by mail, telephone or electronically, which notice shall state the time, place (as here in above provided) and the purpose of the meeting and shall be posted at a prominent place or places within the common areas. If served by mail, each such

notice shall be sent postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 P.M. on the second day after it is deposited in a regular depository of the United States Mail as provided herein. Whenever any member has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence, that due notice of such meeting was given to such member, as required by law and as provided herein.

Section 11. Waiver of Notice. Before or at any meeting of the Board any 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 member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had a meeting duly held after regular call and notice, quorum be present and if, either before or after the meeting, each of the members not present sign such a written waiver of notice, a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the HOA Association or made part of the minutes of the meeting.

Section 12. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board, a simple majority (four of seven) of the members shall constitute a quorum for the transaction of business and the acts of the majority of the members 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 is 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 13. Action Without Meeting. The members of the Board shall have the right to take any action, in the absence of a meeting, which they could take at a meeting by obtaining the written consent of all the members. Any action so approved shall be recorded and have the same effect as though taken at a regular meeting of the members.

Section 14. Committees. The Board from time to time, may designate such Committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members as well as a chairman; shall state the purposes of the committee and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board.

D. Officers

Section 1. Designation. The principal officers of the HOA shall be a President and a Vice-President both of whom shall be elected by the Owners for staggered terms at the annual meeting of the Owners.

Section 2. Removal of Officers. At any regular or special meeting of the Owners duly called, anyone or more of the officers may be removed with cause by a majority vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any officer whose removal has been proposed

by the Owners shall be given an opportunity to be heard at the meeting. If any or all of the officers are so removed, new members may be elected at the same meeting.

Section 3. Compensation. Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board.

Section 4. President. The President shall be the chief executive officer of the HOA. He shall preside at all meetings of the HOA and of the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the members, from time to time as he may, in his discretion, decide appropriate to assist in conducting the affairs of the HOA. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the HOA. The President shall be ex officio a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Board.

Section 5. Vice-President. The Vice-President shall take the place of the President whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of said Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board.

Section 6. Office Manager. While not a member of the Board, the Board shall hire an Office Manager to serve as Secretary/Treasurer of the HOA. He shall keep the Minutes of all meetings of the Board and the Minutes of all meetings of the HOA at the principal office of the HOA or at such other place as the Board may order. The Office Manager shall have charge of such books and papers as the Board may direct; the Office Manager shall, in general, perform the duties incident to the duties of a Secretary/Treasurer. The Office Manager shall give or cause to be given, notices of all meetings of the Owners and of the Board required by the Declaration or by law to be given. The Office Manager shall maintain a book of record listing the names and addresses of the Owners as furnished to the HOA and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a unit is presented to the Office Manager. The Office Manager shall have responsibility for the HOA funds and shall be responsible for keeping or causing to be kept, full and accurate accounts, tax records and business transactions of the HOA including accounts of all assets, liabilities, receipts and disbursements in books belonging to the HOA. The Office Manager shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the HOA in such depositories as may, from time to time, be designated by the Board. The Office Manager shall sign all checks and promissory notes on behalf of the HOA as may be ordered by the Board in accordance with the Declaration; shall render to the President and the members, upon request, an account of all of his transactions as Office Manager and of the financial conditions of the HOA and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 7. Change of Ownership. Whenever there is a change of ownership of a unit and its appurtenant rights, for whatever reason, the Board or the President may require, as condition to recognizing the new Owner or Owners as such, that the new Owner or Owners furnish evidence substantiating the new ownership.

E. Assessments

Section 1. Every Owner of a unit shall pay his proportionate share of the condominium expenses as that term is identified and defined in the Declaration. Payment thereof shall be in such amounts and at such times as the Board determines in accordance with, the Declaration and the Bylaws. There shall be a lien for non-payment of condominium expenses as provided by law.

F. Amendments to the Bylaws

The approval of at least fifty one percent (51%) of the Owners shall be required to materially amend any provision of these Bylaws.