

SWAN CREEK VILLAGE HOMEOWNERS ASSOCIATION

BYLAWS

Pursuant to the provisions of the Utah Revised Nonprofit Corporation and Co-operative Association Acts, the Board of Trustees of Swan Creek Village Homeowners Association, Inc., hereby adopts the following Bylaws.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1. **Name.** The name of the nonprofit corporation is "Swan Creek Village Homeowners Association, Inc." hereinafter referred to as the "Association".

1.2. **Offices.** The initial principal office of the Association shall be situated in Rich County, State of Utah.

1.3. **Application to Project.** The provisions of these Bylaws are applicable to the recreational and housing project known as Swan Creek Village, in Rich County, Utah. All present and future Owners, and their tenants, future tenants, employees, and any other persons who might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws, in the Articles of Incorporations for the Association, and in the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded or to be recorded in the office of the Rich County Recorder and applicable to the Project. The mere acquisition or rental of any Unit in the Project or the mere act of occupancy of any Unit will signify that these Bylaws are accepted, ratified, and will be observed.

ARTICLE II

DEFINITIONS

2.1. **Definitions.** Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE III

POWER OF THE ASSOCIATION

3.1. **Powers.** The Association shall have all the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for

accomplishment of any of its purposes, including all powers referred to or described in Utah Code Annotated sections 16-6a-302 through 16-6a-304.

3.2. **Limitations.** The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article: (i) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, trustees, or officers or any other Person, unless any of said enumerated persons are employed or retained by the Association to perform services for the Association; and (ii) the powers of the Association shall be subject to all limitations or restrictions contained herein or in the Declaration.

ARTICLE IV

MEMBERSHIP, MEETINGS, AND VOTING RIGHTS

4.1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Neither the issuance nor the holding of shares of stock shall be necessary to evidence Membership in the Association.

4.2. **Membership List.** The Association shall maintain up-to-date records showing the name and address of each person who is a Member, as well as a phone number and email address, if available, and the Lot to which the Membership of such person is appurtenant.

4.2.1. In the event a Member's address, phone or email address changes, the Member shall provide the Association its new contact information within thirty (30) days of the change.

4.2.2. In the event of any transfer of a fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the Association with (1) evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Rich County, Utah, and (2) the name, address and phone number and email address, if available, of the transferee and the Lot that has been transferred.

4.2.3. The Association may for all purposes act and rely on the information concerning Members and lot Ownership which is thus provided by the Members as referenced in this section or, at its option, the Association may act and rely on current Ownership information respecting any lot or lots which is obtained from the office of the County Recorder of Rich County, Utah.

4.2.4. The address of a Member shall be deemed to be the address of the

living unit situated on such Member's lot unless the Association is otherwise advised.

4.3. **Voting Rights.** The Association shall have one class of voting Membership. All Members shall be Class A Members and entitled to one vote for each Lot.

4.4. **Multiple Ownership Interests.** In the event there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

4.5. **Annual Meetings.** The annual meeting of the Members shall be held on a Saturday in September of each succeeding year. The time of the meeting shall be determined by the Board of Trustees. The purpose of the annual meeting shall be the election of trustees and the transaction of such other business as may come before the Members. If election of trustees is not held on the day designated herein for an annual meeting, the Board of Trustees shall cause such election to be held at a special meeting of the Members as soon thereafter is convenient.

4.6. **Special Meetings.** A special meeting of the Members for any purpose or purposes may be called by the President, by the Board of Trustees, or upon the written request of Members holding not less than seventy-five percent (75%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

4.7. **Place of Meeting.** The Board of Trustees may designate any place within Salt Lake County, Davis County, Rich County or Weber County, Utah, as the place of any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the principal office of the Association. A waiver of notice signed by all Members may designate any place, either within or without the State of Utah, as the place for holding such meeting.

4.8. **Notice of Meetings.** Written or printed notice of all meetings shall be delivered, no fewer than thirty (30) days, nor more than sixty (60) days, prior to the meeting, to each Member of record entitled to vote at such meeting. Notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association (see section 4.2.1 herein). If no address is registered with the Association, Member's living unit situated on such Member's lot shall be deemed to be his registered address for purposes of notice hereunder.

4.9. **Waiver of Notice.** Any notice required to be given to a Member may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time states therein, and the signing of such waiver shall, for all purposes, be equivalent to the giving of such notice. Each waiver shall be delivered to the Board of Trustees, the Secretary of the Association or the Board's designee so appointed.

4.10. **Voting by Proxy.** At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing pursuant to Utah Code Ann. section 16-6a-712(2)(a).

4.10.1 If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing.

4.10.2. Such instrument authorizing a proxy to act shall be delivered by the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

4.10.3. An appointment of proxy shall be valid for three (3) months, unless a different period is expressly provided in the authorizing instrument.

4.11. **Quorum.** At any meeting of the Members, except for those meetings described in section 4.14 herein, the Members that are represented for any purpose, whether by presence or by proxy, shall constitute a quorum for the transaction of business.

4.12. **Votes.** With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, a vote appertaining to the Lot owned by such Member. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Trustees shall be by secret ballot. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership.

4.13. **Waiver of Irregularities.** All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of

ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

4.14. **Action by Written Ballot.** Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

4.14.1. **Quorum for Vote by Written Ballot.** For purposes of taking action by written ballot, the number of votes cast by written ballot constitutes a quorum for action on the matter.

4.14.2. **Approval for Vote by Written Ballot.** Approval by written ballot shall be valid only when (1) the time by which all ballots must be received by the Association has passed so that a quorum can be determined and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting.

4.14.3. All solicitations for votes by written ballot shall (1) set forth each proposed action, (2) indicate the number of responses needed to meet the quorum requirements, (3) state the percentage of approvals necessary to approve each matter other than election of Trustees, (4) specify the time by which a ballot must be received by the Association in order to be counted, and (5) be accompanied by a written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

4.14.4. No written ballot timely cast by a Member entitled to vote may be revoked.

4.14.5. A written ballot delivered to every Member entitled to vote on the matter may also be used in connection with any annual, regular or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

ARTICLE V

BOARD OF TRUSTEES

5.1. **Management.** In connection with the Association, the business, property and affairs of the project shall be managed, operated and maintained by the Owners or Members and in particular by a Board of Trustees (formerly referred to as the "management committee" in the Old Declaration) as agent for the Owners or Members.

5.2. **Number, Tenure, and Qualifications.** The Board of Trustees shall be composed of up to nine (9) Members. At the first regular Association meeting, three committee Members shall be elected for three year terms, three committee Members shall be elected for two year terms, and three committee Members for one year terms. At each annual Association meeting thereafter any vacant seat on the Board shall be filled with a Member elected for a three year term. Only Owners and officers of Owners shall be eligible for Board seats. The Board, as an agent of the Association shall be entitled to one vote for each Lot it holds which has not been sold or conveyed to a lot purchaser. Any change in the number of Trustees may be made only by amendment of the Declaration.

5.3. **Regular Meetings.** The regular annual meeting of the Board of Trustees shall be held without notice, other than this Bylaw, immediately after and at the same place as the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place within the State of Utah for the holding of such additional regular meetings without notice other than such resolution.

5.4. **Special Meetings.** Special meetings of the Board of Trustees may be called by or at the request of the President, the Vice President, or by a majority of Trustees. The person or persons authorized to call special meetings of the Board of Trustees may fix any place within the State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, and by electronic mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by electronic mail, such notice shall be deemed to be delivered when the trustee acknowledges receipt to the individual sending notice. Any Trustee may waive notice of a meeting.

5.5. **Quorum and Manner of Acting.** A majority of the Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

5.6. **Compensation.** No Trustee of the Association shall be compensated as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

5.7. **Resignation and Removal.** A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time for or without cause, by the affirmative vote of sixty percent (60%) of the total votes of the Association at a special meeting of the Members duly called for such purpose.

5.8. **Vacancies and Newly Created Trusteeships.** If vacancies shall occur in the Board of Trustees, or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board of Trustees occurring by reason of the Members' removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

5.9. **Informal Action by Trustees.** Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if each and every member of the Board, in writing, either (1) votes for the action, or (2) votes against the action or abstains from voting and waives the right to demand that action not be taken without a meeting. If writing is delivered through electronic mail, such writing shall be deemed to be delivered when the trustee receives acknowledgement of receipt by the individual sending notice.

5.10. **Waiver of Notice.** Any notice required to be given to a Trustee may be waived by the Trustee entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless such Trustee is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

5.11. **Authority to Act.** The Board of Trustees shall have, and is hereby granted, the following authority and powers:

5.11.1. The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or exhibits therein, which has been approved by the vote or consent necessary to authorize such amendment;

5.11.2. The authority to enter into contracts which in any way concerns the project;

5.11.3. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

5.11.4. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

5.11.5. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners;

5.11.6. The power and authority to perform any other acts and enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agents for the Owners.

5.12. **Manager.** The Board of Trustees may carry out its obligations through a project manager appointed by the Board. It is to the discretion of the Board whether any manager so engaged shall be either an independent contractor and or employee of the Association.

5.13. **Board Determination Binding on Owners.** In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions hereof, the determination thereof by the Board shall be final and binding on each and all of the Owners.

ARTICLE VI

OFFICERS

6.1. **Number.** The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

6.2. **Election, Tenure, and Qualifications.** The officers of the Association shall be appointed by the Board of Trustees annually at the first regular Board meeting following the annual membership meeting. In the event of failure to choose officers at such regular meeting, officers may be appointed at any special meeting of the Board of Trustees. Each such officer (whether appointed at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular meeting of

the Board of Trustees following the annual membership meeting and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Vice President, the Secretary and the Treasurer shall be and remain Members of the Association during the entire term of their respective offices and may, but need not be, Trustees.

6.3. **Subordinate Officers.** The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

6.4. **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

6.5. **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

6.6. **The President.** The President shall preside at meetings of the Board of Trustees at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

6.7. **The Vice President.** In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Board of Trustees may impose upon him.

6.8. **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

6.9. **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when

requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall perform such other duties as the Board of Trustees may require of him.

6.10. **Compensation**. No officer shall receive compensation for any services that he may render to the Association as an officer, except for expenses incurred. Officers may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VII

COMMITTEES

7.1. **Designation of Committees**. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The Membership of each such committee designated hereunder shall include at least one (1) Trustee. No committee Member shall receive compensation for services that he may render to the Association as a committee Member; provided, however, that committee Members may be reimbursed for expenses incurred in performance of their duties as committee Members and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee Members.

7.2. **Proceedings of Committees**. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

7.3. **Quorum and Manner of Acting**. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of committee Members constituting at least two-thirds of the authorized Membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the committee Members present at any meeting at which a quorum is present shall be the act of such committee. The Members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual Members thereof shall have no powers as such.

7.4. **Resignation and Removal**. Any Member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, the Board of Trustees, or the presiding officer of the committee of which he is a Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any Member of any committee designated by it hereunder.

7.5. **Vacancies.** If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining committee Members shall, until the filling of such vacancy, constitute the then total authorized Membership of the committee and, provided that two or more committee Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

7.6. **Architectural Committee.** The Architectural Committee must submit a positive recommendation to the Board of Trustees and the Board must ratify the recommendation before any application for new construction, improvements or additions obtains final approval.

ARTICLE VIII

INDEMNIFICATION

8.1. **Indemnification Against Third Party Actions.** The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse Judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2. **Insurance.** The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Trustee, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

8.3. **Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE IX

FISCAL YEAR AND SEAL

9.1. **Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of July of each year and shall end on the 30th day of June next following, except that the first fiscal year shall begin on the date of incorporation.

9.2. **Seal.** The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation, and the words "Corporate Seal".

ARTICLE X

RULES AND REGULATIONS

10.01. **Rules and Regulations.** The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof. A violation of such rules and regulations shall be deemed a violation of the terms hereof.

ARTICLE XI

AMENDMENTS

11.01. The Board of Trustees may amend these Bylaws at any time to add, change, or delete a provision unless restricted by these Bylaws, Utah Code Ann. sections 16-6a-1010 thru 16-6a-1011, the Articles of Incorporation or the Declaration.

11.02. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the Members holding at least sixty-six percent (66.6%) or two-thirds (2/3) of the total votes in the Association by an instrument or instruments duly recorded in the offices of the County Recorder for Rich County, State of Utah.

ARTICLE XII

INTERPRETATION

12.01. **Interpretation.** The captions which precede the various portions of these Bylaws are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof. These Bylaws have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of both instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation [U.C.A. section 16-6a-101, et seq. (2000)], the Utah Co-operative Association Act [U.C.A. section 57-8a-101, et seq. (2004)] and any modifications, amendments, and additions thereto are consistent with these Bylaws, the Articles of Incorporation and the Declaration, such legislation shall supplement the terms hereof.

IN WITNESS WHEREOF, these Bylaws have been adopted by all of the Swan Creek Village Homeowners Association, Inc. as of the 18th day of September, 2007.

**SWAN CREEK HOMEOWNERS
ASSOCIATION, INC.**



By: Dean Nelson
Its: President