

**BYLAWS
OF
THE ROLLINS RANCH AT MOUNTAIN GREEN
HOMEOWNERS ASSOCIATION, INC.**

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**BYLAWS
OF
THE ROLLINS RANCH AT MOUNTAIN GREEN
HOMEOWNERS ASSOCIATION, INC.**

_____, 2007

**Article 1
DEFINITIONS**

1.1 **Annual Meeting.** As used herein, "Annual Meeting" means the annual meeting of the Members, to be held each calendar year beginning in 2007.

1.2 **Articles.** As used herein, "Articles" means the Articles of Incorporation of The Rollins Ranch at Mountain Green Homeowners Association, Inc., as the same may be amended from time to time.

1.3 **Declarant Control Period.** As used herein, "Declarant Control Period" means the period commencing on the date on which the Declaration was recorded and ending upon the termination of Declarant's Class B Membership pursuant to the terms and conditions set forth in the Declaration.

1.4 **Declaration.** As used herein, "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green, as the same may be amended from time to time, recorded in the office of the Morgan County, Utah, Recorder.

1.5 **Emergency Meeting.** As used herein, "Emergency Meeting" means any meeting of the Management Committee held pursuant to Section 5.7.

1.6 **Management Committee Meeting.** As used herein, means any Regular Meeting or Emergency Meeting.

1.7 **Meeting.** As used herein, "Meeting" or "Member Meeting" means any Annual Meeting or Special Meeting.

1.8 **Notice.** As used herein, "Notice" means the written notice of Annual Meeting or Special Meeting delivered to the Members in accordance with Section 3.4.

1.9 **Regular Meeting.** As used herein, "Regular Meeting" means any meeting of the Management Committee held pursuant to Section 5.6.

1.10 **Special Meeting.** As used herein, "Special Meeting" means any special meeting of the Members called pursuant to Section 3.2.

1.11 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration and/or the Articles.

Article 2
OFFICE

The Association is a Utah nonprofit corporation, with its principal office located at 1513 N Hillfield Rd, Ste 2, Layton, UT 84041.

Article 3
MEETINGS OF MEMBERS

3.1 **Annual Meetings.** The first Annual Meeting shall be held during the year 2007 at a time and in a month specified by the Management Committee. Subsequent Annual Meetings shall be held during the same month each year. Annual Meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Members may be called at any time by the Class B Member, the Management Committee, or the president of the Association, or upon the written request of at least thirty percent (30%) of the votes entitled to be cast by the Class A Members. Special Meetings may only be held for the purpose or purposes set forth in the Notice thereof.

3.3 **Place of Meetings.** The Management Committee may designate any place within Morgan County, Utah, as the place for any Annual Meeting or for any Special Meeting called by the Management Committee or the president of the Association. The Class B Member may designate any place within Morgan County, Utah, as the place for any Special Meeting called by the Class B Member. Members may participate in Meetings by any means of electronic or telephonic communication through which all Members and other participants may simultaneously hear one another during the Meeting. Members who participate in a Meeting by such means shall be considered present for all purposes, including the presence of a quorum.

3.4 **Notice of Meetings.** Written Notice of each Meeting stating the place, date, and time of the Meeting and the purpose or purposes for which the Meeting is called, shall be delivered personally or by mail to each Member entitled to vote at such Meeting, not less than ten nor more than fifty days before the date of the Meeting. If mailed, the Notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. The Management Committee may set a record date for determining the Members entitled to Notice. The Association shall give Notice at the Association's expense of any Special Meeting called by the Class A Members pursuant to Section 3.2.

Article 4
VOTING; QUORUM

4.1 **Voting.** Votes shall be allocated as set forth in Section 8.3 of the Declaration.

4.2 **Quorum.** The number of Members participating in a Meeting in person, by proxy, or by written ballot shall constitute a quorum.

4.3 **Voting Method.** Votes may be cast in person, by proxy, or by written ballot.

4.4 **Action by Proxy.** Every proxy must be executed in writing by the Member or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the Meeting. No proxy shall be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

4.5 **Action by Written Ballot.**

(a) Any action that may be taken at any Meeting may be taken without a Meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a Meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot shall be considered to have participated in a Meeting for all purposes.

(b) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Directors; (iii) specify the time by which a written ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot has the same effect as action taken at a Meeting.

(e) The number of votes cast by written ballot shall constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any Meeting, 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. A valid written ballot shall be counted equally with the votes of Members in attendance at any Meeting for every purpose, including satisfaction of any quorum requirement.

4.6 **Majority Vote.** The affirmative vote of a majority of the votes entitled to be cast by the Class A Members participating in a Meeting in person, by proxy, or by written ballot shall be the act of the Members, unless the vote of a greater number or the vote of the Class B Member is required by the Declaration, the Articles, or these Bylaws.

4.7 **Greater Quorum or Voting Requirements.** An amendment to the Articles or these Bylaws that adds, changes, or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote required to take action under the greater of the quorum and voting requirements then in effect or proposed to be adopted.

Article 5
MANAGEMENT COMMITTEE

5.1 **Declarant Control Period.** Sections 5.2 through 5.11 and Article 6 shall be subject to this Section 5.1. During the Declarant Control Period, the Management Committee shall consist of three (3) Directors, who shall be appointed by Declarant and shall serve until replaced by Declarant or until their successors take office at the Turnover Meeting, whichever occurs earlier. Declarant shall have the exclusive right to appoint and remove all Directors and officers during the Declarant Control Period.

5.2 **Number, Election, and Term of Directors.** The Management Committee shall consist of two Directors from each Neighborhood. Directors shall be elected at the Annual Meetings by a majority vote of the Members participating in the Annual Meeting in person, by proxy, or by written ballot. Notwithstanding the foregoing, only Members owning Lots within the applicable Neighborhood may vote for Directors from that Neighborhood. Subject to Sections 5.3 and 5.4, each Director shall serve a one-year term, which term shall commence at the close of the Annual Meeting at which the Director is elected and expire at the close of the Annual Meeting at which the Director's successor is elected.

5.3 **Removal of Directors.** A Director may be removed, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the Members owning Lots within the applicable Neighborhood and participating in a Meeting in person, by proxy, or by written ballot.

5.4 **Replacement of Directors.**

(a) A vacancy on the Management Committee created by the resignation or death of a Director shall be filled by majority vote of the Management Committee, though less than a quorum. Any vacancy on the Management Committee created pursuant to Section 5.3 shall be filled by a majority vote of the Members who own Lots within the applicable Neighborhood.

(b) Any Director elected or appointed pursuant to this Section 5.4 shall hold office for the remainder of the unexpired term of the Director being replaced.

5.5 **Resignations; Vacancies.** Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 **Regular Meetings.** A Regular Meeting of the Management Committee shall be held immediately after, and at the same place as, each Annual Meeting of the Members. A Regular Meeting of the Management Committee may be held immediately after, and at the same place as, any Special Meeting of the Members. Regular Meetings may be held without call or formal notice. Any business may be transacted at a Regular Meeting.

5.7 **Emergency Meetings.** An Emergency Meeting of the Management Committee may be held at any time when called by the president of the Association or by two or more

Directors, upon the giving of at least seven (7) days' prior notice of the time and place thereof to each Director by hand-delivery, prepaid United States mail, fax, email, or telephone. A notice of an Emergency Meeting need not state the purpose(s) for holding the Emergency Meeting. No notice of any adjourned Management Committee Meeting shall be required.

5.8 **Place of Meetings.** The Management Committee may designate any place within Morgan County to hold a Management Committee Meeting. Directors may participate in any Management Committee Meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Management Committee Meeting by such means shall be considered present for all purposes, including the presence of a quorum.

5.9 **Quorum.** A majority of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any Management Committee Meeting from time to time. When a quorum is present at any Management Committee Meeting, a majority of the Directors in attendance shall, unless otherwise required by the Articles or these Bylaws, decide any question brought before such meeting.

5.10 **Waiver of Notice.** Before, at, or after any Emergency Meeting, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any Emergency Meeting shall be a waiver of notice by such Director except when such Director attends the Emergency Meeting for the express purpose of objecting to the transaction of business based on a claim that the Emergency Meeting was not duly called or convened.

5.11 **Informal Action by Directors.** Any action required or permitted to be taken at Management Committee Meeting may be taken without such meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

Article 6

OFFICERS AND AGENTS

6.1 **General.** The officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by these Bylaws or by the Management Committee, such officer, agent, or employee shall follow the orders and instructions of the president.

6.2 **Removal of Officers.** The Management Committee may remove any officer, either with or without cause, and elect a successor at any Management Committee Meeting.

6.3 **Vacancies.** A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

6.4 **President.** The president shall be the chief officer of the Association. The president shall preside at all Member Meetings and Management Committee Meetings. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration and the Articles on behalf of the Association.

6.5 **Vice Presidents.** The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation is made, all vice presidents may exercise such powers and perform such duties.

6.6 **Secretary.** The secretary shall:

(a) Keep the minutes of the proceedings of Member Meetings and Management Committee Meetings;

(b) See that all notices are duly given in accordance with the provisions of these Bylaws and the Declaration;

(c) Maintain the records of the Association, including a record containing the names and registered addresses of all Members, the designation of the Lot(s) owned by each Member, and, if a Lot is mortgaged, the name and address of each Mortgagee; and

(d) Perform all other duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.7 **Treasurer.** The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association, and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the

president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

Article 7

PROOF OF OWNERSHIP; REGISTRATION OF MAILING ADDRESS; AND LIENS

7.1 **Proof of Ownership.** Each Person on becoming an Owner of a Lot shall furnish to the Association a copy of the recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the records of the Association. Owners who fail to satisfy this requirement shall not be deemed Members in good standing and shall not be entitled to vote at any Meeting.

7.2 **Mailing Address.** Each Member is required to register a mailing address with the Association within ten (10) days of becoming a Member. The mailing address of each Member will be kept in the records of the Association. Members must notify the Association of any change in mailing address within ten (10) days of such change. Any notice mailed to a Member's registered address or to the address on file with the County Recorder shall be deemed duly delivered.

7.3 **Liens.** Any Owner who Mortgages his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.4 **Address of the Association.** The address of the Association shall be 1513 N Hill Field Rd, Ste 2, Layton, UT 84041. Such address may be changed from time to time upon written notice to all Members and all listed Mortgagees.

Article 8

SECURITY INTEREST IN MEMBERSHIP

The Owner of a Lot shall have the right to appoint the Mortgagee of his Lot as his true and lawful attorney-in-fact to exercise any and all rights, privileges, and powers that such Owner has as a Member. Unless otherwise expressly provided in such proxy, such proxy shall become effective when filed with the secretary of the Association. A release of the Mortgage covering the Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve an Owner of his duties and obligations as a Member or to impose upon a Mortgagee the duties or obligations of an Owner.

Article 9

FISCAL MANAGEMENT

9.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

9.2 **Assessment Procedures.** The Annual Assessment shall be due on the first business day of the Association's fiscal year. The Management Committee shall fix the amount of the Annual Assessment against each Lot and notify each Member in writing thereof at least

thirty (30) days prior to the beginning of the Association's fiscal year. Failure of the Management Committee to timely levy an Annual Assessment shall not relieve the Members of their obligation to pay the Annual Assessment. Special Assessments and Individual Assessments shall be due within thirty (30) days of the delivery of written notice thereof by the Management Committee.

Article 10 **AMENDMENTS**

10.1 **By the Management Committee.** Except as limited by law, the Declaration, the Articles, or these Bylaws, the Management Committee may make, amend, or repeal these Bylaws at any Management Committee Meeting. Notwithstanding the foregoing, the Management Committee may not amend or repeal any bylaw created by the Members in such manner as to defeat or impair the object of the Members in taking such action.

10.2 **By Members.** Except as limited by law, the Declaration, or the Articles, these Bylaws may be amended or repealed by a vote of at least seventy-five percent (75%) of the votes entitled to be cast by the Class A Members at any Annual Meeting or at any Special Meeting called for that purpose, together with the approval of the Class B Member, if any.

**CERTIFICATE OF ADOPTION OF BYLAWS
OF
THE ROLLINS RANCH AT MOUNTAIN GREEN
HOMEOWNERS ASSOCIATION, INC.**

Adoption by Incorporator

The undersigned incorporator of The Rollins Ranch at Mountain Green Homeowners Association, Inc., hereby adopts the foregoing Bylaws as the Bylaws of the Association.

ROLLINS RANCH, LLC,
a Utah limited liability company

By: _____
Name: Rulon C. Gardner
Title: Manager
Date: _____

Certificate by Secretary of Adoption by Incorporator

The undersigned hereby certifies that ____ is the duly elected, qualified, and active Secretary of The Rollins Ranch at Mountain Green Homeowners Association, Inc., and that the foregoing Bylaws were adopted as the Bylaws of the Association on _____, 2007, by the above-named incorporator.

By: _____
Name: _____
Date: _____