



# **SUNCREST TOWNHOMES BY-LAWS**

**Restated and Amended  
May 17, 2021**



WHEN RECORDED RETURN TO:  
Sun Crest Homeowners Association  
c/o Preferred Property Management  
47 S 400 E  
Saint George, UT 84770  
435-673-5000  
hoapreferred2@gmail.com

Space Above for Recorder's Use Only

Parcel # SG-SUTT-I through SG-SUTT-38 LOT 1 - 38, SUNCREST TOWNHOMES AMD

**RESTATED AND AMENDED**

**BY-LAWS**

**OF THE**

**SUNCREST HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

**1.1 Name of Corporation**

The name of this corporation is SUNCREST HOMEOWNERS ASSOCIATION.

**1.2 Principle Offices**

The principal office of the association shall be located at St. George, Utah, and meetings of Members and Trustees may be held at such places within the County of Washington, State of Utah as may be designated by the Board of Trustees.

## **ARTICLE II**

### **DEFINITIONS**

When used in these By-Laws the following terms shall have the meaning indicated:

2.1 **Articles** shall mean and refer to the Articles of Incorporation of the SUNCREST HOMEOWNERS ASSOCIATION.

2.2 **Association** shall mean. and refer to the SUNCREST HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation which is organized by the filing of the Articles.

2.3 **Member** shall mean and refer to every person who holds membership in the Association

2.4 **Properties** shall mean and refer to all real property which becomes subject to the Declaration together with such other real property as may hereafter be annexed thereto under the provisions of the Declaration. Property Description or Boundary Description is more particularly described as:

ALL THAT PORTION OF THE NORTHWEST QUARTER or SECTION 22,  
TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND  
MERIDIAN, WASHINGTON COUNTY UTAH, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;  
THENCE NORTH 00°36'06" WEST, 748.30 FEET ALONG THE WEST  
SECTION LINE OF SAID SECTION 22;  
THENCE NORTH 89°23'54" EAST, 41.00 FEET TO THE SOUTHWEST CORNER OF  
"EASTMONT ACRES" SUBDIVISION ON FILE AT WASHINGTON COUNTY  
RECORDER'S OFFICE RECORD #205527, AND THE EAST RIGHT-OF-WAY OF 2450  
EAST STREET RECORD #229627, SAID POINT BEING THE **POINT OF THE  
BEGINNING:**  
THENCE NORTH 89°37'14" EAST, 740.16 FEET;  
THENCE SOUTH 00°22'46" EAST, 316.00 FEET;  
THENCE SOUTH 89°37'14" WEST, 741.81 FEET TO THE EAST RIGHT-OF- WAY  
LINE OF SAID 2450 EAST STREET;  
THENCE NORTH 00°09'43" EAST, 115.85 FEET ALONG SAID RIGHT-OF-WAY  
LINE TO 15037.16 FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHERLY 200.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 45' 46" TO THE **POINT OF BEGINNING**.

CONTAINING 5.373 ACRES MORE OR LESS

BASIS OF BEARING IS NORTH 00° 36' 06" WEST ALONG THE WEST LINE OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON "2450 EAST STREET DEDICATION" PLAT.

2.5 **Declaration** shall mean and refer to the Instrument entitled "Declaration of Covenants, Conditions, and Restrictions", executed and acknowledged by Declarant on the 9<sup>th</sup> day of May 1994, and filed for record in the Office of the County Recorder of Washington County, Utah as the same may from time to time be supplemented by Supplementary Declaration (s) or amended.

2.6 **Lot** shall mean and refer to any of the separately numbered and individually described plot of land on the recorded Plat of the Properties with the exception of the Common Areas.

2.7 **Common Areas** shall mean and refer to those areas of land shown on any recorded Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members.

2.8 **Owner** shall mean and refer to the person who is the owner of record (in the Office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed, or trust or like instrument. The term Owner shall mean or include a mortgagee or a beneficiary or trustee under a deed or trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

2.9 **Board of Trustees** shall mean and refer to the Board of Trustees of the Association.

2.10 **Development** shall mean and refer to the Suncrest Townhomes Amended Subdivision.



## **ARTICLE III**

### **MEETINGS OF MEMBERS**

#### **3.1 Annual Meeting**

An annual meeting of the Members shall be held during September of each succeeding year. The purpose of the annual meeting shall be the election of the Trustees, subject to the provisions of Section I of Article IV (4.1) hereof, and the transaction of such other business as may come before the Members. If the election of trustees is not filled on the day designated herein for the annual meeting, the Board shall cause such election to be held at a special meeting of the Members as soon thereafter as is convenient.

Amended May 17, 2021

#### **3.2 Special Meetings**

A special meeting of the Members for any purpose or purposes may be called by the President, by the Board, by the Class B member, or upon written request of the Members, who are entitled to vote, of one-fourth (1/4) of all the votes of the class A membership.

#### **3.3 Place of Meeting**

The Board of Trustees may designate any place within Washington County, Utah, as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the registered office of the Association.

#### **3.4 Notice of Meetings** (Members Meetings)

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least thirty but not more than sixty days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid within the required time period to the person

who appears as a Member, at the latest address for such person appearing in the records of the Association at the time of mailing.

Amended November 12, 2008

Amended May 17, 2021

### 3.5 **Quorum**

Except as otherwise provided in the Articles, in the Declaration, or By-Laws, more than fifty (50) percent of the membership present (by Lots) in person or by proxy shall constitute a quorum at any meeting of the Members.

### 3.6 **Proxies**

At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein no proxy shall be valid after eleven months from the date of its execution.

### 3.7 **Cumulative Voting**

Cumulative voting will not be allowed. When electing candidates to fill two or more open positions on the Board, each voting Member can be allocated one vote for each position, but each vote must go for a separate candidate on the ballot.

That number of candidates equaling the number of Trustees to be elected, having the highest number votes cast in favor of their election, are elected to the Board of Trustees. When only one Trustee position is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

Amended May 17, 2021

### **3.8 Necessary Vote**

Except as concerns the election of trustees and except with respect to those proposals which under the Articles, under the Declaration, or by law require a greater proportion for adoption, the affirmative vote of a majority of all those which members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

## **ARTICLE IV**

### **BOARD OF TRUSTEES**

#### **4.1 Number, Tenure and Qualifications**

The affairs of the Association shall be managed by a Board of Trustees composed of five (5) individuals. In situations where five (5) members cannot be found, then the Board may consist of three (3) members, a majority of whom shall be Lot Owners. At each annual election, the successor(s) to the class of Trustees whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Trustees may be made only by amendment of the Articles. Each Trustee shall hold office until his term expires and until his successor has been duly elected and qualifies.

Amended Dec 12, 2007

Amended May 17, 2021

#### **4.2 Initial Board**

Obsolete

Amended May 17, 2021

#### **4.3 Compensation**

The board may provide by resolution that the Trustees shall be paid their expenses, if any, by attendance at each meeting of the BOARD. Trustees shall not be paid any salary or other compensation for their services as Trustees and shall

not receive directly or indirectly any other profit or pecuniary advantage by virtue of their status as Trustees.

#### **4.4 Action Taken Without a Meeting**

The Trustees 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 approval of all the Trustees. Any action so taken shall have the same effect as though taken at a meeting of the Trustees.

#### **4.5 Resignation**

Should a Member of the Board resign prior to the expiration of his or her term, a special meeting of the Association shall be called to elect a replacement to fulfill the remainder of the term.

### **ARTICLE V**

#### **POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

##### **5.1 Powers**

The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and personal conduct of the Members and their guests thereon and establish penalties for the infractions thereof.

(b) suspend the voting rights and the rights to use recreational facilities which may be provided a Member during a period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;



- (c) exercise for the Association of powers, duties, authority vested in, or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (d) declare the office of a Member of the Board of Trustees to be vacant in the event such shall be absent from four consecutive regular meetings of the Board of Trustees without cause; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

## 5.2 **Duties**

It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when: such statement, is requested in writing by one-fourth of the class A Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the assessment against each Lot and to send written notice of such assessment to every Owner subject thereto as provided in the Declaration;
  - (2) foreclose the lien against any Lot for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the

issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and other insurance on property owned by the Association as required by the insurance provisions of the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and the exterior of the buildings to be maintained and, also, if an Owner of any Lot shall fail to maintain his Lot and the Living Unit located thereon in a manner satisfactory to the Architectural Control committee and/or the board of Trustees, the Association after approval of two-thirds (2/3) vote of the Board, shall have the right, through its agents or employees, or through an independent contractor, to enter upon his Lot and to repair, maintain and restore the Lot and any other improvements erected thereon. The cost of such repair, maintenance and/or restoration shall be added to and become part of the assessment to which said Lot is subject.

## **ARTICLE VI**

### **NOMINATION AND ELECTION OF TRUSTEES**

#### **6.1 Nomination**

Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Trustees and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its

discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

## **6.2 Election**

Elections to the Board of Trustees shall be made by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles.

# **ARTICLE VII**

## **MEETING OF THE DIRECTORS**

### **7.1 Regular Meetings**

A regular meeting of the Board of Trustees shall be held without notice other than this section 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 any place within the State of Utah for the holding of additional regular meetings without notice other than such resolution.

### **7.2 Special Meetings**

Special meetings of the Board of Trustees may be called by or at the requests of the president or any three Trustees. The person or persons calling a special meeting of the Board may fix any place within the State of Utah as the place for holding such meeting.

### **7.3 Notice**

Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all directors at least three days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage-paid at least three business days before the meeting date to each Trustee at his address. Attendance of a Trustee or Member at any meeting shall constitute a waiver of notice of such meeting unless the Trustee attends for the



express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need to be specified in the notice thereof.

#### **7.4 Quorum**

A majority of the Trustees then in office shall constitute a quorum for the transaction of any meeting of the board. The act of a majority of the Trustees at a meeting at which a quorum is present shall constitute the act of the board of Trustees unless the act of a greater number is required by law.

#### **7.5 Vacancies**

Any vacancy on the Board, subject the provisions of Section 1 of Article IV, may be filled by the affirmative vote of a majority of the remaining Trustees, even though such remaining Trustees constitute less than a quorum. A Trustee thus selected to fill a vacancy shall serve for the unexpired term of his predecessor in the office.

### **ARTICLE VIII**

#### **OFFICERS**

#### **8.1 Number and Qualifications**

The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person, Officers need not be Members Of the Association.



## 8.2 **Tenure**

The Officers of the Association shall be elected by the Board of Trustees annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly elected and qualified or until he is removed. Any Officer may be removed by the Board whenever it is judged that the best interests of the Association would be served thereby.

## 8.3 **Vacancies**

A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Trustees for the unexpired portion of the term of the person previously in office.

## 8.4 **President**

The President shall be the principal executive Officer of the Association and, subject to the control of the Board of Trustees, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Trustees. If the President is not present: then the Vice-president shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Trustees or by these Articles to some other Officer or agent of the Association, or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other officer of the Association authorized by the Board of Trustees may sign any deeds, mortgages, contracts, or other instruments which the Board of Trustees has properly authorized to be executed. The president shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Trustees.

## 8.5 **Vice-President**

In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-President shall perform all of the duties of the President.

When so acting he shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such duties as may from time to time be assigned to him or her by the President or by the board of Trustees.

#### **8.6 Secretary**

The Secretary shall keep minutes of meetings of the Members and of the Board of Trustees in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Articles, the Declaration, and law, shall maintain the membership list required by these Articles, and, in general shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the President or by the Board of Trustees.

#### **8.7 Treasurer**

As required by the provisions of the Declaration the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him or her by the President or by the Board of Trustees.

#### **8.8 Compensation**

Officers shall not be paid any salary or other compensation for their services as such and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their services as Officers.

## **ARTICLE IX**

### **ASSESSMENTS**

9.1 As more fully provided in the Declaration, each Member (subject to exceptions provided for Declarant) is obligated to pay to the Association monthly and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made, provided, however that such lien shall be subordinate to the lien of any first mortgage. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum together with a late payment service charge equal to Ten Dollars (\$10.00) for each delinquency, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, late payment service fee, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or escape liability for the assessments provided for herein by non-use of the common Areas or abandonment of his Lot.

Amended May 17, 2021

## **ARTICLE X** **AMENDMENTS**

10.1 These By-Laws may be amended, at any regular or a special meeting of the Board of Trustees, by a vote of the majority of the Board of Trustees.

10.2 In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE XI**

### **MISCELLANEOUS**

11.1 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

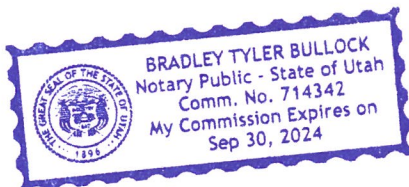
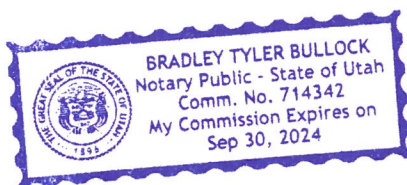
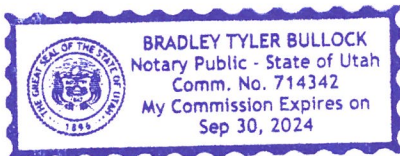


IN WITNESS WHEREOF, we, being all of the current Trustees of the  
SUNCREST HOMEOWNERS ASSOCIATION have hereunto set our hands  
this 17 day of May 2021.

Paul Stieger  
Name: Paul Stieger, Title: President

Leann Richey  
Name: Leann Richey, Title: Vice President

Patti Ayers 5-17-2021  
Name: Patti Ayers, Title: Secretary/Tres



State of Utah  
County of Washington  
On this 17 day of May, 2021, Paul Stieger  
Leann Richey  
Patricia AYER  
Personally appeared before me,  
who is personally known to me.  
who's identity I verified on the basis of Drivers Licenses  
who's identity I verified on the oath/affirmation of  
a creditable witness,  
to be the signer of the foregoing document, and he/she  
acknowledges that he/she signed it.

Bradley Tyler Bullock  
Notary Public

My Commission Expires Sep 30, 2024



WHEN RECORDED RETURN TO:  
Sun Crest Homeowners Association  
c/o Preferred Property Management  
47 S 400 E  
Saint George, UT 84770  
435-673-5000  
hoapreferred2@gmail.com

Space Above for Recorder's Use Only

Parcel#SG-SUTT-1 through SG-SUTT-38 LOT 1—38, SUNCREST TOWNHOMES AMD

AMENDMENT TO BY-LAWS: CHANGE OF MONTH OF YEAR FOR ASSOCIATION  
ANNUAL MEETING

This resolution is made on the date set forth below by the Board of Directors for the Sun Crest Homeowners Association, Inc., a Utah non-profit corporation.

RECITALS

- A. Certain real property in Washington County, Utah, known as Sun Crest Townhomes Amended subdivision, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration (the "Declaration");
- B. Sun Crest BY-LAWS provide for annual homeowner association meetings in June.
- C. The most practical site for association meetings is the outdoor gazebo in the Sun Crest Townhomes AMD subdivision
- D. Because June is a very hot time of year for such meetings, and some homeowners are gone for the summer, and unable to attend, the date was changed to October by a vote of the Board effective September 4, 2009. This date was changed again to month of September, by amendment and vote of the Board effective August 16, 2012.
- E. The Board of Directors wishes to amend the BY-LAWS to establish an annual meeting late enough in the year so that more members can attend, but yet before the change from daylight savings to standard time so we do not encounter darkness at an outdoor meeting.
- F. SunCrest BY-LAWS authorizes the Board of Directors to amend the BY-LAWS.
- G. This Resolution was properly adopted by the necessary vote of the Board of Directors in compliance with the provisions of the BY-LAWS of SunCrest Homeowners Association, Inc. Article 10.1
- H. The Board of Directors wishes to re-issue this amendment, with the current date.


NOW BE IT RESOLVED:

Sun Crest BY-LAWS, 3.1, "Annual Meeting" is amended as follows:

An annual meeting of the Members shall be held during September of each succeeding year."

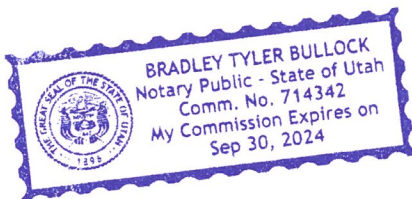
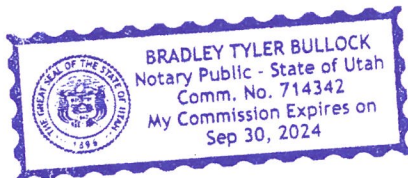
DATED this 26<sup>th</sup> day of October 2020.

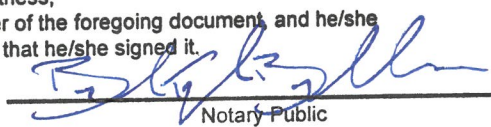
ATTEST:

  
Name: Paul Stieger  
Title: President  
Date: 5/17/2021

  
Name: Patti Ayers  
Title: Secretary  
Date: 5-17-2021

ACKNOWLEDGEMENT



State of Utah  
County of Washington  
On this 17 day of May, 2021  
Personally appeared before me,  
\_\_\_\_ who is personally known to me.  
☒ who's identity I verified on the basis of Drivers License  
\_\_\_\_ who's identity I verified on the oath/affirmation of  
a creditable witness,  
to be the signer of the foregoing document, and he/she  
acknowledges that he/she signed it.  
  
Notary Public  
My Commission Expires Sep 30, 2024

WHEN RECORDED RETURN TO:  
Sun Crest Homeowners Association  
c/o Preferred Property Management  
47 S 400 E  
Saint George, UT 84770  
435-673-5000  
**hoapreferred2@gmail.com**

Space Above for Recorder's Use Only

Parcel # SG-SUTT-I through SG-SUTT-38 LOT 1 - 38, SUNCREST TOWNHOMES AMD

### **SUN CREST HOMEOWNERS ASSOCIATION, INC.**

### **AMENDMENT TO THE BY-LAWS: CUMULATIVE VOTING**

This resolution is made on the date set forth below by the Board of Trustees for the Sun Crest Homeowners Association, Inc., a Utah non-profit corporation.

#### **RECITALS**

A. Certain real property in Washington County, Utah, known as the SUNCREST TOWNHOMES AMENDED Subdivision, is subject to certain covenants, conditions, and restrictions pursuant to a Declaration (the "Declaration"). The Owners of each lot are Members of the Sun Crest Homeowners Association. The Sun Crest HOA is governed by a Board of Trustees. The Board of Trustees are governed by the **BY-LAWS**

B. Sun Crest BY-LAWS As originally written, do not comply with Utah Code **57-8a-226 Board meetings**

C. The purpose of this amendment to bring the Sun Crest BY-LAWS into conformance with the State of Utah Code 16-6a-717 Corporations

D. The Utah Code 16-6a-717 states that:

(1) If the bylaws provide for cumulative voting for directors by the voting members, voting members may cumulatively vote, by:

(a) multiplying the number of votes the voting members are entitled to cast by the number of directors for whom they are entitled to vote; and

(b)

(i) casting the product for a single candidate; or

(ii) distributing the product among two or more candidates.

(2) Cumulative voting is not authorized at a particular meeting unless:

(a) the meeting notice or statement accompanying the notice states that cumulative voting will take place; or



- (b)
  - (i) a voting member gives notice during the meeting and before the vote is taken of the voting member's intent to cumulate votes; and
  - (ii) if one voting member gives this notice, all other voting members participating in the election are entitled to cumulate their votes without giving further notice.

- (3)
  - (a) Unless otherwise provided in the bylaws, in an election of multiple directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, are elected to the board of directors.
  - (b) Unless otherwise provided in the bylaws, when only one director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the board of directors.

F. Sun Crest BY-LAWS authorizes the Board of Trustees to amend the BY-LAWS.

G. This Resolution was properly adopted by the necessary vote of the Board of Trustees in compliance with the provisions of the BY-LAWS of Sun Crest Homeowners Association, Inc. Article 10.1

H. The Board of Trustees wishes to issue this amendment, with the current date.

NOW BE IT RESOLVED:

Sun Crest BY-LAWS,

**3.7 Cumulative Voting**

~~At each election for trustees, the vote attributable to a lot may be accumulated by the Member or Members and entitled to half of the same by giving one candidate as many votes as the number of the Trustees to be elected multiplied by the number of votes concerned shall equal, or by distributing the total votes so determined among any number of candidates.~~

Cumulative voting will not be allowed. When electing candidates to fill two or more open positions on the Board, each voting Member can be allocated one vote for each position, but each vote must go for a separate candidate on the ballot.

That number of candidates equaling the number of Trustees to be elected, having the highest number votes cast in favor of their election, are elected to the Board of Trustees. When only one Trustee position is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

~~A plurality shall be sufficient for the election of a candidate.~~

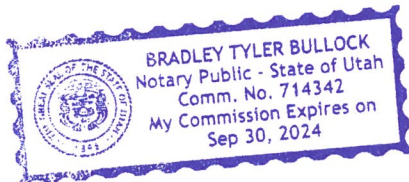
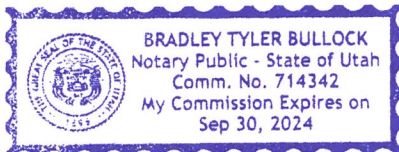


IN WITNESS WHEREOF, the Board of Trustees for the SUN CREST HOMEOWNERS ASSOCIATION has executed this amendment the 17th day of May 2021.

ATTEST

By: Paul Stieger 5-17-2021 By: Patricia Ayers 5-17-2021  
Name: Paul Stieger Date Name: Patti Ayers Date  
Title: President, Sun Crest HOA Title: Secretary, Sun Crest HOA

ACKNOWLEDGMENT



State of Utah  
County of Washington  
On this 17 day of May, 2021, Paul Stieger  
Patricia Ayers  
Personally appeared before me,  
☐ who is personally known to me.  
☒ who's identity I verified on the basis of Drivers License  
☐ who's identity I verified on the oath/affirmation of  
a creditable witness,  
to be the signer of the foregoing document, and he/she  
acknowledges that he/she signed it.  
Bradley Tyler Bullock  
Notary Public  
My Commission Expires Sep 30, 2024

WHEN RECORDED RETURN TO:

Sun Crest Homeowners Association  
c/o Preferred Property Management  
47 S 400 E

Saint George, UT 84770

435-673-5000

**hoapreferred2@gmail.com**

Space Above for Recorder's Use Only

Parcel # SG-SUTT-I through SG-SUTT-38 LOT 1 - 38, SUNCREST TOWNHOMES AMD

SUN CREST HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO BY-LAWS: CHANGE OF THE NUMBER OF TRUSTEES

This resolution is made on the date set forth below by the Board of Trustees for the Sun Crest Homeowners Association, Inc., a Utah non-profit corporation.

RECITALS

A. Certain real property in Washington County, Utah, known as the SUNCREST TOWNHOMES AMENDED Subdivision, is subject to certain covenants, conditions, and restrictions pursuant to a Declaration (the "Declaration");

B. Sun Crest BY-LAWS originally stipulated that "the affairs of the Association shall be managed by a board of five (5) individuals,"

C. During the Meeting of the Board on December 12, 2007 there was a unanimous vote by the Board of Directors(Trustees) to amend the By-Laws to decrease the size of the Board to three (3).

D. It is the opinion of the current Board of Trustees that we need more than three(3) members on the Board.

E. The current Board of Trustees hereby wishes to amend the BY-LAWS to bring it into conformity with Utah Code 57-8a-501 which states that "Upon termination of the period of administrative control, the lot owners shall elect a board consisting of an odd number of at least three members, a majority of whom shall be lot owners."

F. Sun Crest BY-LAWS authorizes the Board of Trustees to amend the BY-LAWS.

G. This Resolution was properly adopted by the necessary vote of the Board of Trustees in compliance with the provisions of the BY-LAWS of Sun Crest Homeowners Association, Inc. Article 10.1

H. The Board of Trustees wishes to issue this amendment, with the current date.

NOW BE IT RESOLVED:

Sun Crest BY-LAWS, 4.1, "**Number, Tenure and Qualifications**" is amended as follows:  
"the affairs of the Association shall be managed by a Board of Trustees composed of five (5) individuals.  
~~but which may be as few as three (3) initially~~ In situations where five (5) members cannot be found, then  
the Board may consist of three (3) members, a majority of whom shall be Lot Owners."

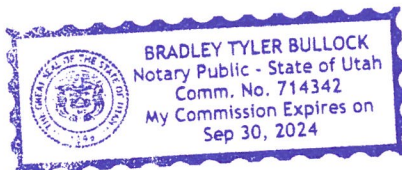
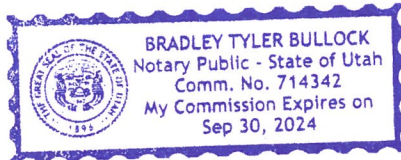
IN WITNESS WHEREOF, the Board of Trustees for the SUN CREST HOMEOWNERS ASSOCIATION has executed this Amendment the 17th day of May 2021.

ATTEST:

Paul Stieger 5/17/2021  
Name: Paul Stieger Date  
Title: President Sun Crest HOA

Patricia Ayers 5-17-21  
Name: Patti Ayers Date  
Title: Secretary Sun Crest HOA

ACKNOWLEDGMENT



State of Utah  
County of Washington  
On this 17 day of May, 2021, Paul Stieger  
Patricia Ayers  
Personally appeared before me,  
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a creditable witness,  
to be the signer of the foregoing document, and he/she  
acknowledges that he/she signed it.  
Bradley Tyler Bullock  
Notary Public  
My Commission Expires Sep 30 2024



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Parcel # SG-SUTT-I through SG-SUTT-38 LOT 1 - 38, SUNCREST TOWNHOMES AMD

**SUN CREST HOMEOWNERS ASSOCIATION, INC.**

**AMENDMENT TO THE BY-LAWS: DELETE OBSOLETE TEXT**

This resolution is made on the date set forth below by the Board of Trustees for the Sun Crest Homeowners Association, Inc., a Utah non-profit corporation.

**RECITALS**

- A. Certain real property in Washington County, Utah, known as the SUNCREST TOWNHOMES AMENDED Subdivision, is subject to certain covenants, conditions, and restrictions pursuant to a Declaration (the "Declaration"). The Owners of each lot are Members of the Sun Crest Homeowners Association. The Sun Crest HOA is governed by a Board of Trustees. The Board of Trustees are governed by the **BY-LAWS**
- B. Sun Crest BY-LAWS Were written in 1994.
- C. They have not been updated or modified substantially since that time.
- D. They contain many obsolete passages which refer to the period of administrative control and subsequent transition to the current operations.
- E. The purpose of this amendment to delete the obsolete text in the Sun Crest BY-LAWS which is no longer relevant.
- F. Sun Crest BY-LAWS authorizes the Board of Trustees to amend the BY-LAWS.
- G. This Resolution was properly adopted by the necessary vote of the Board of Trustees in compliance with the provisions of the BY-LAWS of Sun Crest Homeowners Association, Inc. Article 10.1
- H. The Board of Trustees wishes to issue this amendment, with the current date.

NOW BE IT RESOLVED:

Sun Crest BY-LAWS,

3.1 Annual Meetings

~~The first annual meeting of the Members shall be held during the month of June 1994 at the date and time set by the Board. Thereafter~~ An annual meeting of the Members shall be held during September of each succeeding year...

3.4 Notice of Meetings (Members Meetings)

4.1 Number, Tenure, and Qualifications

~~Except for the initial Board of Trustees appointed by Declarant which may function until such time as the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member,~~ The affairs of the Association shall be managed by a Board of Trustees composed of five (5) individuals. In situations where five (5) members cannot be found, then the Board may consist of three (3) members, a majority of whom shall be Lot Owners

~~The Trustees shall be classified with respect to the time for which they shall generally hold office, by dividing them into three classes to be known as classes "A", "B", and "C". Of the Trustees first chosen, class A shall consist of one Trustee to hold office for one (1) year; Class B shall consist of one Trustee, each to hold office for two (2) years; and class C shall consist of one Trustee, each to hold office for three (3) years.~~

At each annual election, the successor(s) to the ~~class of~~ Trustees whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Trustees may be made only by amendment of the Articles. Each Trustee shall hold office until his term expires and until his successor has been duly elected and qualifies. ~~Notwithstanding anything herein contained to the contrary, Declarant reserves the right to appoint the members of the Board of Trustees, or their successors until the occurrence of the event mentioned at the outset of this section 1 of Article IV.~~

4.2 Initial Board

~~Notwithstanding anything to the contrary herein contained, the initial Board selected by Declarant may consist of three persons; The persons who are to serve as the initial trustees are as follows:~~

<u>Name</u>	<u>Class</u>	<u>Address</u>
BRET K. EMPEY	C	882 Empress, St. George, UT 84770
JULIE J. EMPEY	B	882 Empress, St. George, UT 84770
MARGARET M. EMPEY	A	450 E 650 S, St. George, UT 84770

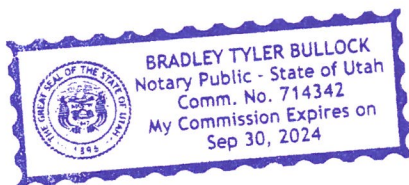
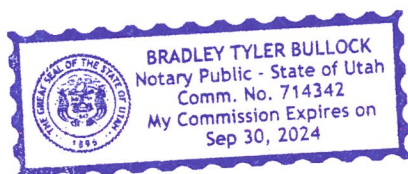
Obsolete

IN WITNESS WHEREOF, the Board of Trustees for the SUN CREST HOMEOWNERS ASSOCIATION has executed this Amendment the 17th day of May 2021.

ATTEST

By: <u>[Signature]</u>	<u>5/17/2021</u>	By: <u>[Signature]</u>	<u>5-17-2021</u>
Name: Paul Stieger	Date	Name: Patti Ayers	Date
Title: President, Sun Crest HOA		Title: Secretary, Sun Crest HOA	

### ACKNOWLEDGMENT



State of Utah  
 County of Washington  
 On this 17 day of May, 2021, Paul Stieger  
Patricia Ayers  
 Personally appeared before me,  
☒ who is personally known to me.  
☐ who's identity I verified on the basis of Drivers License  
☐ who's identity I verified on the oath/affirmation of  
 a creditable witness,  
 to be the signer of the foregoing document, and he/she  
 acknowledges that he/she signed it.  
[Signature]  
 Notary Public  
 My Commission Expires Sep 30, 2024



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Parcel # SG-SUTT-I through SG-SUTT-38 LOT 1 - 38, SUNCREST TOWNHOMES AMD

SUN CREST HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO BY-LAWS: ARTICLE IX ASSESSMENTS

This resolution is made on the date set forth below by the Board of Trustees for the Sun Crest Homeowners Association, Inc., a Utah non-profit corporation.

RECITALS

- A. Certain real property in Washington County, Utah, known as the SUNCREST TOWNHOMES AMENDED Subdivision, is subject to certain covenants, conditions, and restrictions pursuant to a Declaration (the "Declaration").
- B. The wording of Article IX ASSESSMENTS in the Sun Crest BY-LAWS violates the State of Utah Code 15-1-1 Interest Rates.
- C. The goal of this Amendment is to bring the Sun Crest By-Laws into conformity with the Utah Code 15-1-1
- D. Utah Code 15-1-1 states that:
- (1) The parties to a lawful written, verbal, or implied contract may agree upon any rate of interest for the contract, including a contract for services, a loan or forbearance of any money, goods, or services, or a claim for breach of contract.
  - (2) Unless the parties to a lawful written, verbal, or implied contract expressly specify a different rate of interest, the legal rate of interest for the contract, including a contract for services, a loan or forbearance of any money, goods, or services, or a claim for breach of contract is 10% per annum.
- E. The current Board of Trustees hereby wishes to amend the BY-LAWS to bring it into conformity with Utah Code 15-1-1
- F. Sun Crest BY-LAWS authorizes the Board of Trustees to amend the BY-LAWS.
- G. This Resolution was properly adopted by the necessary vote of the Board of Trustees in compliance with the provisions of the BY-LAWS of Sun Crest Homeowners Association, Inc. Article 10.1
- H. The Board of Trustees wishes to issue this amendment, with the current date.

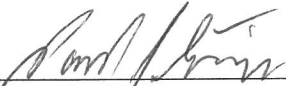

NOW BE IT RESOLVED:

Sun Crest BY-LAWS, 9.1, "ASSESSMENTS" is amended as follows:

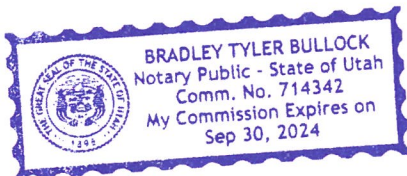
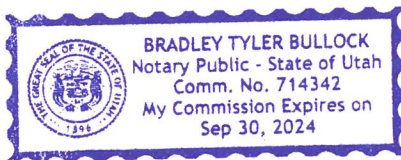
If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ~~eighteen (18)~~ **ten (10)** percent per annum together with a late payment service charge equal to **Ten Dollars (\$10.00)** for each delinquency,

IN WITNESS WHEREOF, the Board of Trustees for the SUN CREST HOMEOWNERS ASSOCIATION has executed this Amendment the 17th day of May 2021.

ATTEST:

	<u>5/17/2021</u>		<u>5-17-2021</u>
Name: Paul Stieger	Date	Name: Patti Ayers	Date
Title: President Sun Crest HOA		Title: Secretary Sun Crest HOA	

ACKNOWLEDGMENT



State of Utah Paul Stieger  
County of Washington Patricia AYERS  
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Personally appeared before me,  
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Notary Public  
My Commission Expires Sep 30, 2024