

EXHIBIT "C"

BYLAWS

OF

THE Cove Creek TOWNHOME ASSOCIATION

ARTICLE I

Plan of Ownership

Section One: Ownership. The Project located on the Property legally described as:

(See Exhibit "A" for Property Description)

is known as Cove Creek and is located in the City of St. George, Washington County, State of Utah. Said Property is hereby submitted to the provisions of the Utah code Annotated s 57-8-1 et seq. (1953).

Section Two: Bylaws Applicability. The provisions of these Bylaws are applicable to the Project. (The term therefore "Project" as used herein shall include the land.)

Section Three: Personal Application. All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the family Units of the Project or the mere act of occupancy of any of the family Units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

Voting, Majority of Owners, Quorum, Proxies

Section One: Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the family Unit or Units in the Declaration.

Section Two: Majority of Owner. As used in these Bylaws the term "majority of the Owners" shall mean those Owners holding sixty-six percent (66%) of the votes in accordance with the percentage assigned in the Declaration.

Section Three: Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the "majority of Owners" as defined in the preceding paragraph of this Article shall constitute a quorum.

Section Four: Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

ARTICLE III

Administration

Section One: Association Responsibilities. The Owners of the Units will constitute the Cove Creek Townhomes Association, hereinafter referred to as the Association, who will have the responsibility of approving the annual budget and special assessments as presented by the Management Committee as set forth in the Declaration, and electing the Members of the Management Committee who will administer the Project, establish and collect monthly assessments and arrange for the operation, maintenance and management of the Project on behalf of the Association.

Section Two: Place of Meeting. Meeting of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Management Committee.

Section Three: Annual Meetings. The first annual meeting of the Association shall be held on _____ . Thereafter, annual meetings shall be held on the third Thursday of January of each succeeding year. At such meetings there shall be elected by ballot a management Committee in accordance with the requirements of Section Five of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Section Four: Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Management Committee or on a petition signed by at least thirty-three percent (33%) of the Owners and having been presented to the Secretary, or at the request of the Federal Housing commissioner or his duly authorized representative. No business shall be transacted at the special meeting except as stated in the notice unless by consent of 4/5 of the owners present, either in person or by proxy.

Section Five: Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meetings, to each Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Section Six: Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section Seven: Order of Business. The order of business at all Association meetings shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Report of Federal Housing Administration or Veterans Administration representative, if present.
- f. Report of Committees.
- g. Election of Inspectors of Election.
- h. Election of Management Committee Members.
- i. Unfinished business.
- j. New business.

ARTICLE IV

Management Committee

Section One: Number and Qualifications. Association's affairs shall be governed by a Management Committee composed of five (5) Members, all of whom must be Owners of Units in the Projects.

Section Two: Powers and Duties. the Management Committee shall have the powers and duties necessary for the administration of Association's affairs and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners.

Section Three: Other Duties. In addition to duties imposed by these Bylaws, or by resolutions of the Association, the Management Committee shall be responsible for the following:

- a. Care, upkeep and surveillance of the Project and Common areas and Facilities.
- b. Collection of monthly assessments for the Owners.
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Facilities, and the Limited Common Areas and Facilities.

Section Four: Management Agent. The Management Committee may employ for the Association a management agent at a compensation established by the Committee to perform such duties and services as the Committee shall authorize, including, but not limited to, the duties listed in Section Three of this Article.

Section Five: Election and Term of Office. At the first annual meeting of the Association the term of office of Two (2) Committee Members shall be fixed for one (1) year. The term of office of Two (2) Members shall be fixed at two (2) years, and term of office of one Member shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Committee member, his successor shall be elected to serve a term of three (3) years. The Members shall hold office until their successors have been elected and hold their first meeting.

Section Six: Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of a quorum of the remaining Members of the Committee, and each person so elected shall be a Member until a successor is elected at the next annual meeting of the Association.

Section Seven: Removal of Committee Members. At any regular or special meeting duly called, any one or more of the Members may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Committee Member whose removal has been proposed by the Owners shall be given any opportunity to be heard at the meeting.

Section Eight: Organization Meeting. The first meeting of the newly elected Management Committee shall be held within ten (10) days of election at such place as shall be fixed by the Members at the meeting at which such Committee Members were elected, and no notice shall be necessary to the newly elected Members in order legally to constitute such meeting, provided a majority of the whole Committee shall be present.

Section Nine: Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time, by a majority of the Members but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each Member, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

Section Ten: Special Meetings. Special meetings of the Management committee may be called by the President on three (3) days notice to each Member, given personally, by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Management committee shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Committee Members.

Section Eleven: Waiver of Notice. Before or at any meeting of the Management Committee, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the committee shall be a waiver of notice by him of the time and place thereof. If all Committee Members are present at any meeting of the Committee, not notice shall be required and any business may be transacted at such meeting.

Section Twelve: Management Committee's Quorum. At all meetings of the Management Committee, a majority of the Members shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Management committee. If, at any meeting of the Management Committee, there be less than a quorum present, the Members present may adjourn the meeting and the meeting shall automatically be held the following day at the same time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section Thirteen: Fidelity Bond Coverage. The securing of appropriate fidelity bond coverage is recommended for any person or entity handling funds of the Owners' Association, including, but not limited to, employees of the professional managers. Such fidelity bonds should name the Association as an obligee, and be written in an amount equal to at least 150 percent of the estimated annual operating expenses of the Townhome Project, including reserves.

ARTICLE V

Officers

Section One: Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Management Committee. The Committee Members may appoint an Assistant Secretary and an Assistant Treasurer, and such another officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

Section Two: Election of Officers. The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each new Committee and shall hold office at the pleasure of the Committee.

Section Three: Removal of Officers. On an affirmative vote of a majority of the Members of the Management committee, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Management Committee or at any special meeting of the Committee called for such purpose.

Section Four: President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of President of any Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section Five: Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor

Vice President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The vice President shall also perform such other duties as shall from time to time be imposed on him by the Management committee.

Section Six: Secretary. The Secretary shall keep the minutes of all meetings of the Management committee and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Management Committee may direct; and he shall, in general, perform all duties incident to the office of secretary.

Section Seven: Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Management Committee.

ARTICLE VI

Obligation of Owners

Section One: Assessments. All Owners are obligated to pay monthly assessments imposed by the Management Committee to meet all Project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the Unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements. Assessments shall be subject to change.

Each Unit Owner shall pay his or her own utility costs which are individually metered in the Project.

Section Two: Maintenance and Repair.

a. Every Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

b. All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephones, air conditioning, sanitary installation, door, window, lamps and all other accessories belonging to a Unit shall be at the Owner's expense.

c. An Owner shall reimburse the Management Committee for any expenditure incurred in repairing or replacing any Common Area or Facility damaged through his fault and such expenditure shall be added to and become an assessment to which the lot of such Owner is subject.

d. Each Unit Owner is responsible for the interior maintenance of his Unit.

e. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Management committee shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of the family, guests or invitees of the Owner of the Unit needing such maintenance and repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Section Three: Use of Individual Units - Internal Changes.

- a. All Units shall be utilized for residential purposes only.
- b. An Owner shall not make structural modification or alteration in or to the outside of his Unit or installations located therein or cause to be placed or erected on the Common Property any out buildings without previously notifying the Management committee in writing. The Management committee shall have the obligation to answer within twenty (20) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification.

Section Four: Use of common Areas and Facilities.

- a. The Common Areas may be scheduled with the Secretary of the Management Committee for use by guests for purposes such as family reunions, etc. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled they are available to Members of the Association on a first come first served basis.
- b. Owners and guests using the common Areas are responsible for cleaning up any litter as a result of such use.

Section Five: Right of Entry.

- a. An Owner shall grant the right of entry to the Management Committee or to any other person authorized by the Management committee in case of emergency originating in or threatening his Unit, whether the Owner is present at the time or not.
- b. An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of installing, altering, or repairing mechanical or electrical services, provided that the requests for such entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

Section Six Rules of Conduct.

- a. No resident of the Project shall post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event any and all such signs shall be displayed in a tasteful manner.
- b. Residents shall exercise care in making noises or using musical instruments, radios, televisions, and amplifiers that may disturb other residents. Keeping domestic animals shall be in accordance with municipal sanitary regulations.
- c. Hanging of garments, rugs and the like from the windows or from any of the facades of the Project is prohibited.
- d. Dusting and shaking out of rugs and the like from windows, or by beating on the exterior part of the Project is prohibited.
- e. Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.
- f. No Owner, resident, or Lessee shall install wiring for electrical or telephone installation, television and antennae, machines, air conditioning units, or the like on the exterior of the Project or that protrude through the walls or the roof of the Project except as authorized by the Management Committee.

ARTICLE VII

Method of Amending Bylaws

These bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least seventy-five percent (75%) of the total value of all Units in the Project as shown in the Declaration.

ARTICLE VIII

Mortgages

Notice to the Management Committee. An Owner who mortgages his Unit shall notify the Management committee of the name and address of his mortgagee, and the Management committee shall maintain such information in a book entitled "Mortgagee of Unit."

ARTICLE IX

Compliance

These Bylaws are set forth to comply with the requirements of the Utah Code Annotated. In case there is any conflict between these Bylaws and the Utah Code Annotated, the provisions of the Utah Code Annotated will supersede and apply.

Adopted and executed by the Declarant as of the date the Declaration is dated.

MASON SNOW

"Declarant"

By: Mason Snow