

BYLAWS
OF
HEATHER RIDGE HOMEOWNERS ASSOCIATION, INC.
CITY OF SALT LAKE, SALT LAKE COUNTY

THESE BYLAWS OF HEATHER RIDGE HOMEOWNERS ASSOCIATION, INC. ("Bylaws") is made as of the date of the recording in the Salt Lake County Recorder's Office by the HEATHER RIDGE HOMEOWNERS ASSOCIATION ("Association") pursuant to the Utah Condominium Ownership Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of the Amended and Restated Declaration of Condominium of Heather Ridge Condominiums ("Declaration").
2. These Bylaws will amend and replace the previous Bylaws recorded June 18, 1979, in Book 4883, Page 1118, Entry number 3296127, in the Salt Lake County Recorder's Office.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

ARTICLES II
MEMBERS

2.1 **Annual Meetings.** The annual meeting of Members shall be held during the first fiscal quarter, as determined by the Management Committee. The purpose of the annual meeting shall be electing Management Committee Members, establishing a budget and transacting such other business as may come before the meeting. If the election of Management Committee Members cannot be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the members. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

2.2 **Special Meetings.** Special meetings of the Members may be called by a majority of the Management Committee, the President, or upon the written request of Members holding not less than thirty-five percent (35%) of the Allocated Interest of the Association. Any written request for a special

meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.

2.3 Place of Meetings. The Management Committee may designate any place in the Salt Lake County limits reasonably convenient for the members of the Association as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

2.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be hand-delivered or mailed. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, 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. If no address is registered with the Association, a Member's Unit address shall be deemed to be the Member's registered address for purposes of notice in this Section.

2.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

2.6 Record Date for Notice Purposes. The Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Members entitled to notice of any meeting of the Members. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Members entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Units in the Condominium Project shall be deemed to be the Members of record entitled to notice of the meeting of the Members.

2.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than twenty percent (20%) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the Management Committee shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than ten percent (10%) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

2.8 Proxies. 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 or by the Member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy

to act may be executed by any one (1) owner of such Unit or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Only Members or the legal representative of a Member may be proxies. Such instrument shall be delivered at 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.

2.9 **Votes.** With respect to each matter 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, the number of votes appertaining to the Unit of such member, as shown in the Declaration. 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, these Bylaws, the Declaration, or the Act. The election of Management Committee Members shall be by secret ballot. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by Co-Owners of one (1) unit, no vote shall be counted for that Unit. In no event shall fractional votes be exercised in respect to any Unit.

2.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Management Committee or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Management Committee.

2.11 **Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of the members had been in attendance at a regularly called meeting.

ARTICLE III MANAGEMENT COMMITTEE

3.1 **General Powers.** The property, affairs and business of the Association shall be managed by the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act or the Declaration, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members.

3.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Management Committee composed of five (5) persons, each of whom shall meet the qualifications in the Declaration. At each annual meeting, the Members shall elect for terms of two (2) years each the appropriate number of Management Committee Members to fill vacancies by expiring terms of Management Committee Members.

3.3. **Regular Meetings.** The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Management Committee. Meetings may also be held with members appearing telephonically so long as any member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at

the principal office of the Association.

3.4 **Special Meetings.** Special meetings of the Management Committee may be called by the President, Vice President, or a majority of the Management Committee Members on at least five (5) days prior notice to each Management Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Salt Lake County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Management Committee Member's registered address, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Management Committee Member may waive notice of a meeting.

3.5 **Quorum and Manner of Action.** A majority of the then authorized number of Management Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Management Committee Members present at any meeting at which a quorum is present and for which proper notice was provided to the Management Committee Members shall be the act of the Management Committee. The Management Committee Members shall act only as the Management Committee, and individual members shall have no powers as such.

3.6 **Compensation.** No Management Committee Member shall receive compensation for any services that such member may render to the Association as a Management Committee Member; provided, however, that a Management Committee Member may be reimbursed for expenses incurred in performance of such duties as a Management Committee Member to the extent such expenses are approved by a majority of the other Management Committee Members.

3.7 **Resignation and Removal.** A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Management Committee Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association. A Management Committee Member may also be removed by the affirmative vote of a majority of the other Management Committee Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Management Committee meetings.

3.8 **Vacancies and Newly Created Management Committee Memberships.** If vacancies shall occur in the Management Committee by reason of the death, resignation, disqualification, or Management Committee removal as provided in Section 3.7 of a Management Committee Member, the Management Committee Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Management Committee Members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee Member by the Members may be filled by election by the Members at the meeting at which such Management Committee Member is removed. Any Management Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

3.9 **Informal Action by Management Committee Members.** Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Management Committee Members.

3.10 **Budgets.** Each year, prior to the Annual Meeting, the Management Committee shall submit a proposed budget for the estimated expenses of the Association to the members for their approval. Approximately twenty-one (21) days, but not less than ten (10) days, prior to the Annual Meeting, the Management Committee shall provide a meeting Notice and a detailed summary of the budget to all the members for their subsequent vote. The Management Committee shall adopt the budget when the majority vote of the members present in person, represented by Mail-in Ballot, or represented by proxy at such meeting is in the affirmative. In the event the proposed budget is rejected by the members, the periodic budget last used by the Association shall be continued until such time as the members approve a subsequent proposed budget as described above.

ARTICLE IV OFFICERS

4.1 **Officers.** The officers of the Association shall be a President, Vice President, and a Secretary/Treasurer and such other officers as may from time to time be appointed by the Management Committee.

4.2 **Election Tenure and Qualifications.** The officers of the Association shall be chosen by the Management Committee annually at the first regular meeting of the Management Committee following the annual meeting of the members. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary/Treasurer. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President, and Secretary/Treasurer must be and remain Management Committee Members of the Association during the entire term of their respective offices.

4.3 **Subordinate Officers.** The Management Committee 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 Management Committee may from time to time determine. Subordinate officers need not be Management Committee Members of the Association.

4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any member of the Management Committee or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Management Committee at anytime, with or without cause.

4.5 **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 Management Committee at any regular or special meeting.

4.6 **The President.** The President shall preside at meetings of the Management Committee and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the

meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Management Committee.

4.7 **The Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Management Committee or Members. The Vice President shall perform such other duties as required by the Management Committee.

4.8 **The Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary/Treasurer shall also act in the place and stead of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Management Committee. The Secretary/Treasurer shall perform such other duties as required by the Management Committee.

4.9 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Management Committee.

ARTICLE V COMMITTEES

5.1 **Designation of Committees.** The Management Committee 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) Management Committee Member. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Management Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in a written resolution. The Management Committee may terminate any committee at any time.

5.2 **Proceeding of Committees.** Each committee designated hereunder by the Management Committee 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 a record of its proceedings and shall regularly report such proceedings to the Management Committee.

5.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the 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 Management Committee hereunder shall act only as a committee, and the individual members thereof

shall have no powers as such. A committee may exercise the authority granted by the Management Committee.

5.4 **Resignation and Removal.** Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it thereunder.

5.5 **Vacancies.** If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Management Committee, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VI INDEMNIFICATION

6.1 **Indemnification** No Management Committee Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Management Committee Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Management Committee Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Management Committee Member having reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Management Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Management Committee Members, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

6.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Management Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Management Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Management Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

6.3 **Insurance.** The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Management Committee Member, officer, or employee of the Association or is or was serving at the request of the Association as a

Management Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VI.

6.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII
AMENDMENTS

7.1 **Amendments** These Bylaws may be amended, altered or repealed and new Bylaws may be adopted by the Members upon the affirmative vote of a majority of the Allocated Interest of the Association; provided, however, that such action shall not be effective unless and until recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Management Committee shall certify that the vote required by this Section for amendment has occurred.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

8.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

8.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 7 day of May, 2010.

THE HEATHER RIDGE HOMEOWNERS ASSOCIATION

BY: Heidi F. Simmons

TITLE: President

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 7th day of May 2010, personally appeared before me Heidi F. Simmons. Who by me being duly sworn, did say that he/she is the President of Heather Ridge Homeowners Association, Inc. and that the foregoing instrument was approved by at least a majority of the Membership of said homeowners association.

Karyn Lael Walters
Notary Public
Residing At:
Commission Expires

