

**BYLAWS**  
**OF**  
**REDFEATHER ESTATES HOMEOWNERS ASSOCIATION, INC.**  
**(A UTAH NONPROFIT CORPORATION)**

**DEFINITIONS**

The definitions contained in or adopted by the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Redfeather Estates, PUD, dated August 9, 2001, and recorded in the office of the County Recorder of Salt Lake County, Utah on September 7, 2001, as Entry No. 7997509, and as amended thereafter, shall be applicable to these Bylaws.

**ARTICLE I**  
**MEETINGS OF OWNERS**

**1.1. Annual Meetings.** The first annual meeting and subsequent annual meetings of the Association will be held at a time and in a month specified by the Board of Trustees.

**1.2. Special Meetings.** A special meeting of the Association may be called at any time by the Board of Trustees or the president of the Association, or by the Board of Trustees upon the written request of at least 20% of the Owners. A special meeting may only be held for the purposes set forth in the notice for that special meeting.

**1.3. Place of Meetings.** The Board of Trustees may designate any convenient place for any annual or special meeting of the Association.

**1.4. Notice of Meetings.** As specified in the Redfeather CC&Rs, section 5.6. In addition, the Board of Trustees may set a record date for determining the Owners entitled to notice.

**ARTICLE II**  
**VOTING, QUORUMS**

**2.1. Quorum.** As specified in the Redfeather CC&Rs, section 5.6

**2.2. Voting Method.** Votes for all purposes may be cast in person, by proxy, or as determined by the Board of Trustees, by written ballot or by email to the board secretary or its designated agent.

**2.3. Action by Proxy.** Every proxy must be executed in writing, including email, by the Owner or its duly authorized attorney-in-fact and filed with the secretary of the Board before or at the time of the meeting. No proxy will be valid after the expiration date in the written proxy form. Only the Association's approved and distributed proxy form will be permitted. A proxy must be another registered home owner.

## **2.4. Action by Written Ballot.**

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

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

(c) A written ballot may not be revoked.

(d) Action by written ballot will have the same effect as action taken at a meeting.

(e) The quorum requirement for action by written ballot will be the same as required by section 5.6 of the CC&Rs.

(f) A written ballot may also be used in connection with any meeting of the Association, thereby allowing Owners the choice of either voting in person or by written ballot delivered by an Owner to the Association in lieu of attendance at such meeting. A valid written ballot will be counted equally with the votes of Owners in attendance at any meeting for every purpose.

(g) At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

(h) The Board of Trustees will communicate with the Owners within the Association for votes by written ballot, not renters.

## **ARTICLE III BOARD OF TRUSTEES AND OFFICERS**

**3.1. Number, Election, Term of Trustees.** The Board of Trustees shall consist of three (3) Trustees. The Trustees shall also constitute the Officers of the Association as set forth in Section 4. Except during the Period of Administrative Control, Trustees will be elected at the annual meetings of the Association by a plurality of votes, that is, the candidate(s) with the most votes shall be elected.

Except during the Period of Administrative Control and except at the first election, each Director will hold office for a term of two years. At the first election, the two candidates receiving the most votes shall be elected for two year terms and the third Director shall serve a one year term, so as to achieve a staggering of terms.

**3.2. Qualifications for Candidacy.** Candidates for election or appointment to the Board of Trustees must be owners of record.

**3.3. Resignation or Death.** A Director may resign before the expiration of his or her term by giving written notice to the president or to the secretary of the Association. Such resignation will take effect on the date specified in the notice. Upon the resignation or death of a Director, the remaining Trustees will appoint a replacement Director to serve until his successor is elected.

**3.4. Meetings.** Meetings of the Board of Trustees will be held as often as necessary but at least quarterly, and at any time when called by the president of the Association or by two or more Trustees, upon the giving of at least two days' prior notice of the time and place of the meeting to each Director by hand-delivery, prepaid United States mail, fax, email, telephone, or in any other manner deemed fair and reasonable by the Board of Trustees. Any business may be transacted at a Board of Trustees meeting. No notice of a Board of Trustees meeting need state the purposes for holding the meeting, and no notice of any adjourned Board of Trustees meeting will be required. If the Board of Trustees establishes a regular meeting schedule, then such regular meetings of the Board of Trustees may be held without notice of the date, time, or place of the meeting to the other Trustees.

**3.5. Place of Meetings.** The Board of Trustees may designate any location convenient to the Trustees in which to hold a Board of Trustees meeting. Trustees may participate in any Board of Trustees meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Trustees who participate in a Board of Trustees meeting by such means will be considered present for all purposes, including the presence of a quorum.

**3.6. Quorum.** A majority of Trustees will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board of Trustees meeting from time to time. When a quorum is present at any Board of Trustees meeting, a majority of the Trustees in attendance will decide any question brought before such meeting.

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

**3.8. Informal Action by Trustees.** Any action required or permitted to be taken at a Board of Trustees meeting may be taken without a meeting (e.g., via email correspondence) if each member of the Board of Trustees in writing either: (1) votes for the action, or (2) votes against the action,

or (3) abstains from voting and waives the right to demand that action not be taken without a meeting.

#### **ARTICLE IV OFFICERS AND AGENTS**

**4.1. General.** The Officers shall be elected by the Board of Trustees. The Officers of the Association shall be a president, a vice president, and a secretary. The duties of a treasurer will be combined with one of the officers. The Board of Trustees may appoint such other Officers, assistant Officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of Trustees. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary or treasurer. In all cases where the duties of any Officer, agent, or employee are not prescribed by these Bylaws or by the Board of Trustees, such Officer, agent, or employee will follow the orders and instructions of the president.

**4.2. Removal of Officers.** The Board of Trustees may remove any Officer with or without cause, and elect a successor at any Board of Trustees meeting.

**4.3. Compensation.** No Trustee shall receive compensation for any service she or he may render to the Association. However, any Trustee may be reimbursed for her or his actual expenses incurred in the performance of her or his duties.

**4.4. Vacancies.** A vacancy in any office will be filled by the Board of Trustees for the unexpired portion of the term.

**4.5. President.** The president will be the chief Officer of the Association. The president will preside at all Association meetings and Board of Trustees meetings. The president will have the general and active control of the affairs and business of the Association and general supervision of its Officers, agents, and employees. The president, with the approval of the Board, is designated as the Officer with the power to prepare, execute, certify, and/or file amendments to the Articles, Bylaws, and the Rules and Regulations on behalf of the Association.

**4.6. Vice President.** The vice president will assist the president and will perform the duties assigned to him by the president or the Board of Trustees. In the absence of the president, the vice president will have the powers and perform the duties of the president.

**4.7. Secretary.** The Secretary will:

(a) keep, or cause to be kept, the minutes of the proceedings of Association meetings and Board of Trustees meetings;

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

(c) maintain the records of the Association, including a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner.

(d) perform all other duties incident to the office of secretary and the duties assigned to her or him by the president or the Board of Trustees.

**4.8. Treasurer (may be combined with one of the other officers, except President).** The Treasurer will:

(a) be the principal financial Officer of the Association and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association;

(b) receive and give receipts for moneys paid on account of the Association and will pay out of the funds on hand all bills, payrolls, and other just debts of the Association upon maturity;

(c) perform all other duties incident to the office of treasurer and, upon request of the Board of Trustees, make such reports to it as may be required at any time;

(d) if required by the Board of Trustees, give the Association a bond for the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property in his possession or under his control belonging to the Association; and

(e) perform all other duties incident to the office of treasurer and the duties assigned to her or him by the president or the Board of Trustees.

**4.9. Managing Agent.** The Board may employ for the Association a “Managing Agent” at a compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize including granting the Managing Agent all of the powers granted to the Board or the officers of the Association other than the power to adopt the annual budget, any amendment thereto or to levy Assessments, to adopt, repeal or amend Association Rules, and to designate signatories on Association bank account.

## ARTICLE V CONTACT INFORMATION; ADDRESS

Each Owner is required to register a mailing address, a phone number, and an email address with the Association within fifteen days after becoming an Owner. The contact information of each Owner will be kept in the records of the Association. Owners must notify the Association of any change in contact information within fifteen days after the change. Any notice mailed to an Owner’s registered address or—if the Owner fails to register an address with the Association—to the address on file with the County Recorder will be deemed duly delivered.

## ARTICLE VI NOTICE, AFFAIRS, ELECTRONIC MEANS

**6.1. Affairs, Electronic Means.** Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board

of Trustees does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

**6.2 Notice.** In any circumstance where notice is required to be given to the homeowners, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board of Trustees deems the notice to be fair and reasonable. A homeowner may require the Association, by written demand, to provide notice to the homeowner by mail. The Board of Trustees is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

## **ARTICLE VII INDEMNIFICATION**

Each officer and Board of Trustees member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board of Trustees member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board of Trustees member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

## **ARTICLE VIII AMENDMENT**

Except as limited by law or the Articles, these Bylaws may be amended by a vote of at least a two-thirds majority of the number of members which would be entitled to vote.

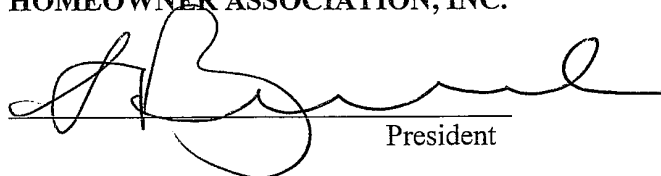
## **ARTICLE IX FINES**

**Power of the Board of Trustees to Impose Fines.** Pursuant to the power granted to the Board by the Declaration and Utah law, the Board shall have the right to impose reasonable fines against an owner for a violation of any provision of the CC&Rs or Bylaws by the Owner.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers, following the required vote and approval of the membership in compliance with the governing documents of the Association.

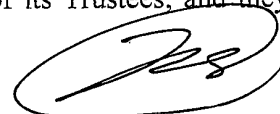
Executed this 17<sup>th</sup> day of June, 2017.

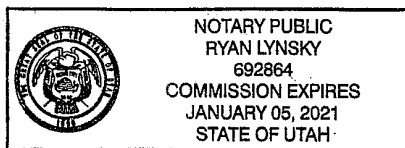
**REDFEATHER ESTATES  
HOMEOWNER ASSOCIATION, INC.**

  
\_\_\_\_\_  
President

State of Utah            )  
                                  :SS  
County of Salt Lake    )

On the 17<sup>th</sup> day of June, 2017, personally appeared before me Shann Bennett, who being first duly sworn, did say that this instrument was signed on behalf of the Association by authority of its Trustees; and they acknowledged said instrument to be their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

Legal Description

All Units and Common Area REDFEATHER EST PUD, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcels: 28-21-177-063-0000 through 28-21-177-092-000.