

Return to:
Hidden Cove Owners Association
P.O. Box 981854
Park City, UT 84098

ENTRY NO. 01002225

09/05/2014 03:22:16 PM B: 2255 P: 1626

Bylaws PAGE 1/13

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 140.00 BY HIDDEN COVE OWNERS ASSOCIATION



BY-LAWS OF THE HIDDEN COVE OWNERS ASSOCIATION

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Trustees of the Hidden Cove Owners' Association voted to change, amend and completely restate the By-Laws dated November 14, 2008. Therefore, the Board of Trustees voted to adopt the foregoing By-Laws at a duly called meeting on August 27, 2014. Upon recordation of this instrument with the Summit County Recorder, the original By-Laws shall be entirely superseded by these new and restated By-Laws.

ARTICLE I – ORGANIZATION OF ASSOCIATION

The Association is organized as a non-profit corporation under the "Utah Non-Profit Corporation Act of the State of Utah" solely and strictly as an Association of land owners and the Board of Trustees acts as an agent for said owners in the maintenance, control, operation, and management, of the subdivision. It is not intended that the Association realize any profit on its activities, although contingency or reserve funds may be permitted to accumulate at the discretion of the Board of Trustees.

ARTICLE II – NAME AND PRINCIPAL OFFICE

Article II.1 – Name:

The name of the Corporation is "Hidden Cove Owners Association" and it is referred to herein as the "Association".

Article II.2 – Offices:

The offices of the Association shall reside within Hidden Cove Subdivision at the home of the President or Secretary of the Association. The Association shall maintain a post office box in Summit County for the receipt of all mail.

ARTICLE III – MEMBERS

Article III.1 – Members:

The Association shall be made up of its Members Membership is appurtenant to ownership of a platted Lot in the Hidden Cove Subdivision. Membership shall transfer with fee simple title to that Lot and may not be assigned or transferred except in conjunction with said fee simple title.

Article III.2 – Multiple Ownership:

There is one (1) Membership appurtenant to each Lot in the Subdivision. In the event that a Lot is owned by more than one person or entity, as tenants in common or joint tenancy, those persons owning such divided interest shall decide among themselves who will represent Membership of that Lot. Only one vote will be accepted from each Lot.

Article III.3 – Leases:

Persons leasing or renting a property on a platted Lot in the Subdivision shall have no rights of Membership.

Article III.4 – Meeting and Authority:

Members shall have the authority to elect a Board of Trustees to conduct the business and affairs of the Association on their behalf. Such Trustees shall be elected at the annual meeting of the Members of the Association.

Article III.5 – Responsibility:

Members of the Association shall at all times obey all CC&Rs and Building Regulations and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Members of the Association and upon all owners and occupants of the subdivision.

ARTICLE IV – BOARD OF TRUSTEES

Article IV.1 – General Responsibilities of the Board of Trustees:

The Board of Trustees shall be charged with the responsibility to abide by the By-Laws of the Association. The Board of Trustees shall be charged with the responsibility, as an agent for its Members, for the operation of the Association and the assessment of Members shall be determined by the Board of Trustees and governed by the CC&R's, By-Laws, Building Regulations and other authorized published rules and regulations of Hidden Cove Owners Association.

Article IV.2 – Powers of Board of Trustees:

The Board of Trustees shall have all the powers granted to a board of directors by the Utah Nonprofit Corporations Act (Utah Code Ann. §§ 16-6a-101, *et seq.*) and the power to exercise, on behalf of the Association, all the rights and powers granted to an association under the Utah Community Association Act (Utah Code Ann. §§ 57-8a-101, *et seq.*) Without limiting the generality of the foregoing, the Board of Trustees shall have the power to:

- (a) Enforce the provisions of the CC&Rs, the Building Regulations, any other published rules and regulations and these Bylaws;
- (b) Adopt and publish rules and regulations governing the use of the common areas of the Subdivision, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (c) Suspend a Member's voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association, or to suspend a Member's voting rights after notice and hearing (conducted in accordance with these Bylaws or the CC&Rs) for a period not to exceed thirty (30) days for infraction of any other provision of the CC&Rs, Building Regulations or other authorized published rules and regulations;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the CC&Rs;
- (e) Engage such providers of professional services and independent contractors as the Board of Trustees reasonably deems necessary, and to prescribe their duties;
- (f) By 2/3 vote of a quorum of Trustees, reasonably alter, amend, and repeal the By-Laws, Building Regulations and/or other authorized rules and regulations of the Association;

- (g) Propose changes to the CC&Rs by majority vote of the Trustees; however, any change to the CC&Rs must be ratified by the membership as set forth by Article 9 of the CC&Rs; and
- (h) Establish and maintain an annual budget.

Article IV.3 – Duties of Board of Trustees:

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;
- (b) Supervise all officers, agents, subcontractors, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the CC&Rs, to:
 - (i) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period;
 - (ii) Send written notice of each annual assessment to every Member at least thirty (30) days in advance of each annual assessment period;
 - (iii) Fix the amount of any special assessment against each Lot and send written notice of such special assessment to every Member at least thirty (30) days before payment of such assessment is due; and
 - (iv) Foreclose, at its discretion, the lien against any Lot for which assessments are not timely paid and/or to bring an action at law against the Member personally obligated to pay such assessments.
- (d) Issue, or 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 of Trustees 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 and hazard insurance on property owned by the Association, and, to the extent deemed necessary by the Board of Trustees, adequate officers and Trustees' indemnity and errors and omissions insurance, and all other insurance, if any, required by the CC&Rs;
- (f) Cause all persons having fiscal responsibilities with respect to funds of the Association to be bonded, if and as it may deem appropriate;
- (g) Cause the common areas of the Subdivisions to be appropriately landscaped and maintained, and replaced, repaired, or restored if damaged;
- (h) Assess and collect all assessments referred to or authorized in the CC&Rs, the Building Regulations or in the Utah Community Association Act; and
- (i) Appoint committees as deemed appropriate in carrying out its purposes, including, but not limited to, an architectural and landscaping committee.

Article IV.4 – Structure:

The Board of Trustees shall consist of seven (7) Members, elected by the general Membership of the Association at its annual meeting.

Each Trustee shall serve a term of three (3) years, which terms shall be staggered among Trustees. The Board of Trustees shall elect Officers of the Association (President, Vice-President, Secretary, Treasurer) from among the Trustees to serve one (1) year terms, which shall take place within 30 days after the Membership Annual Meeting.

Article IV.5 – Terms of Service:

Terms of Service for members of the Board of Trustees shall be staggered as illustrated below ("Y" designating election years for particular Board Members):

	Election Year:						
	2012	2013	2014	2015	2016	2017	etc.
Board Member 1	Y			Y			
Board Member 2		Y			Y		
Board Member 3			Y			Y	
Board Member 4	Y			Y			
Board Member 5		Y			Y		
Board Member 6			Y			Y	
Board Member 7	Y			Y			

Article IV.6 – General Powers:

The Board of Trustees shall have authority to manage the property and business affairs of the Association. The Board of Trustees may exercise powers conferred upon it by Utah Law, the Articles of Incorporation, Association By-Laws, and/or the CC&R's for the Subdivision, except those powers reserved to the General Membership of the Association. The Board of Trustees may enter into agreements and contracts with third parties for the maintenance and well being of its Members, as it may deem appropriate.

Article IV.7 – Quorum:

A quorum of the Board of Trustees shall be four (4) Trustees present. Board Members may be counted as present if they are participating in the meeting by telephone or electronic communication. No proxies will be given among Board Members. Actions of the Board of Trustees may only be taken by formal action of the Board of Trustees, and no individual Trustee or office shall have the authority to act on behalf of the Association except as defined herein.

Article IV.8 – Deadlock:

In the event of a deadlock of the Board of Trustees, the Board of Trustees shall decide on any method or protocol to break the deadlock. If the Board of Trustees cannot agree on such a method, the President shall decide the method to break the deadlock. The method, decided by the Board of Trustees or on their behalf, the President, shall implement the method to decide the issue.

Article IV.9 – Committees:

The Board of Trustees may designate committees to function on a standing or special basis. Each committee shall consist of three (3) or more Members of the Association, including one Trustee. The duration, function and goals of such committee(s) shall be determined by the Board of Trustees. Such committees shall keep the Board of Trustees informed of their activities.

Article IV.10 – Compensation:

The Board of Trustees shall serve without compensation. Members of the Association shall be reimbursed for reasonable and approved out-of-pocket expenses for conducting HCOA business.

Article IV.11 – Resignation or Removal:

Any Trustee may resign from the Board of Trustees at any time, giving at least 30 days written notice. A Trustee is deemed to have resigned when they cease to own property within the Subdivision. If a Trustee misses three (3) consecutive meetings called by the Board of Trustees, the Trustee may be removed prior to the end of their term of office by an affirmative vote of at least four (4) Trustees or 2/3 majority of remaining Trustees, whichever is greater.

Article IV.12 – Vacancies:

Vacancies on the Board of Trustees will be filled by the appointment of a successor by the remainder of the Board of Trustees. Such appointee will serve out the remaining term of the resigning or removed Trustee.

ARTICLE V – OFFICERS OF THE BOARD OF TRUSTEES

Article V.1 – Selection of Officers:

The Board of Trustees shall elect the officers of the Association from among its members. Such elections shall take place at the first annual meeting of the Trustees, within 30 days of the annual meeting of the Members. Officers may serve successive terms, if re-elected by the Board of Trustees. The officers shall consist of:

Article V.2 – President:

The President shall be the chief executive of the Association and shall exercise general supervision over its property and business affairs. The President shall preside at Board of Trustees and Member meetings. The President shall supervise and be primarily responsible for the day-to-day affairs of the Association. The President shall perform such other duties as assigned by the Board of Trustees. The President and Secretary are authorized to execute legal documents on behalf of the Association, for recordation of deeds, assignments, and other legal matters of the Association.

Article V.3 – Vice President:

The Vice-President shall assume the duties and responsibilities of the President in the event of the President's absence or inability to act. The Vice-President shall perform such other duties and responsibilities as set forth by the Board of Trustees.

Article V.4 – Secretary:

The Secretary shall keep the minutes of Board of Trustees and Members meetings; issue notices of all meetings as called for in these By-Laws; file annual reports; and perform all other assignments reasonably assigned by the Board of Trustees. An Assistant Secretary may also be appointed, at the discretion of the Board of Trustees, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary. The Assistant Secretary may or may not be a Trustee, at the discretion of the Board of Trustees.

Article V.5 – Treasurer:

The Treasurer shall have custody and control of all financial records, bank statements, checking, savings and escrow accounts containing funds of or deposited with the Association, and be responsible for keeping accurate financial records of the Association. The Treasurer shall be responsible for collection of all dues and special assessments of Members and for payment of all bills and obligations of the Association. All checks in excess of \$100.00 and any check reimbursing the Treasurer shall require two signatures, one of the Treasurer and one of the designee of the Board of Trustees. The Treasurer shall report on the financial condition of the Association at the annual Members meeting and meetings of the Board of Trustees.

All funds shall be deposited or disbursed through the checking account of the Association. Funds may be moved into or out of a savings account or escrow account of the Association only through the checking account. Such account transfers within accounts of the Association may be done by the Treasurer or if absent by the President, but payment of obligations or return of monies in Escrow must only be through the checking account, subject to the signature requirement.

Article V.6 – At-Large Trustees

The three remaining Trustees of the Board of Trustees may be assigned specific responsibilities as determined by the Board of Trustees.

Article V.7 – Conflict of Interest:

No member of the Board of Trustees, or any of its committees, shall derive any personal profit or financial gain, directly or indirectly by reason of his or her participation with the Association. Conflict of interest includes any bias or the appearance of bias in a decision-making process. Each Trustee or individual serving on a committee shall disclose to the Board of Trustees any personal or financial interest which he or she may have in any matter pending before the Board of Trustees and shall refrain from participation and voting in any decision on such matter.

Article V.8 – Liability:

Neither the Board of Trustees or any Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development or manner of development of any property within the subdivision; or (d) the enforcement of the conditions and requirements as set forth and defined within the Association CC&Rs and Building Regulations.

ARTICLE VI – INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall provide any indemnification required by the laws of Utah and shall indemnify Trustees, officers, agents and employees as follows:

Article VI.1 – Third Party Litigation:

The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director or officer or an employee or agent of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Article VI.2 – Association Litigation:

The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer or an employee or agent of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Article VI.3 – Expenses:

To the extent that a Trustee or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 or 6.2 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 6.4 below.

Article VI.4 – Determination of Right to Indemnity:

Any indemnification under Section 6.1 or 6.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 or 6.2 above. Such determination shall be made (i) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Trustees so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

Article VI.5 – Advance of Expenses:

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 6.

Article VI.6 – Other Indemnification Rights:

Agents and employees of the Association who are not Trustees or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Trustees.

Article VI.7 – Benefitted Parties:

Any indemnification pursuant to this Article 6 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE VII – MEETINGS AND NOTICE

Article VII.1 – Annual Meetings:

The Annual Business Meeting of the Members shall be determined by the Board of Trustees including the date, time and place. Members shall elect Trustees as defined by Article IV.1, at the Annual Business Meeting. Only Members of the Association shall be elected Trustees. The meeting shall also provide recommendations and feedback to the Board of Trustees as to any concerns or issues HOA Members may have about the Association.

Article VII.2 – Board Meetings:

The Board of Trustees shall have at least two (2) regular meetings per year. The first regular meeting shall take place within 30 days of the Annual Business Meeting and the second meeting shall be approximately six (6) months from the first meeting. Other Board of Trustees meetings may be called. Meetings of the Board of Trustees may be held whenever called by the President, Vice-President, or by four (4) Board Members, by giving notice to the other Board Members by telephone, U.S. mail or email at least seven (7) days in advance. Business of the Board of Trustees may be conducted by electronic mail, provided written records of all such meetings and decisions are kept in a printed record and entered into the minutes of the Board of Trustees by the Secretary.

In addition, special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after at least three (3) days prior notice to each Trustee.

Article VII.3 – Place of Meeting:

All meetings will be held at a designated location in Summit County, Utah, unless the Board of Trustees have authorized the meeting be held elsewhere.

Article VII.4 – Notice of Meetings:

Meetings of the Members or Board of Trustees may be called pursuant to Article VII.2. The notice shall advise each Member or Trustee as to the date, time, place and general purpose of the meeting and may be delivered (a) in person, (b) by US mail or (c) by confirmed email. Such Notice shall be delivered to the last known address / email of the Member. If there are multiple owners on a single lot, they must designate one of them to receive the notice of the meeting on their behalf.

Article VII.5 – Presiding Officer:

The President, or in his/her absence, a Vice-President shall preside at all Membership and Board of Trustees meetings.

Article VII.6 – Requirement for Board Service:

Only Members who have paid all Association dues and/or assessments shall be determined to be eligible to serve on the Board of Trustees.

Article VII.7 – Proxy and Absentee Votes:

All votes may be cast by the members either in person, by proxy or by absentee vote. All proxies and absentee votes must in writing, signed and submitted by the Member as shown on the records of the Association. Proxy and Absentee votes shall be delivered to the presiding officer of the meeting prior to the actual vote.

Article VII.8 – Quorum:

At the Annual Business Meeting or at meetings called by Members of the Association, a quorum of the membership shall consist of at least twenty-seven (27) eligible Members present, including proxy or absentee votes. Eligible Members may vote on issues of the Association at their annual meeting in addition to election of Trustees. Such issues shall be decided as a matter of policy for the Board of Trustees and Officers to carry out. A majority vote of the Members present or represented by proxy or presented as absentee shall decide the question brought before such meeting.

Article VII.9 – Waiver of Irregularities:

Any inaccuracies, irregularities, or errors in any notice for a meeting or meetings, or in the matter of voting, form of proxy, absentee votes, or credentials shall be deemed waived if there is no objection stated at the meeting.

Article VII.10 – Meetings by Telecommunication:

Any Member (or Trustee, in cases of Board meetings) may participate in any Member (or Board) meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other throughout the meeting. A Member (or Trustee, in cases of Board meetings) participating in a meeting by a means permitted hereunder shall be considered to be present in person at the meeting.

Article VII.11 – Action Taken Without a Meeting:

Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

- (a) A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Member to return the ballot to the Association; provided that no time period less than thirty (30) days shall be deemed reasonable;
- (b) The number of votes cast by ballot within the specified time under subparagraph (a) above equals or exceeds the quorum required to be present at a meeting authorizing the action; and

- (c) The number of ballots in favor of the action equals or exceeds the number of votes which would have been required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

ARTICLE VIII – ANNUAL STATEMENT

The Board of Trustees shall present a full and complete statement of the business and condition of the Association at the Annual Business Meeting and when called for by a vote of the members at any other meeting.

ARTICLE IX – FISCAL YEAR

The fiscal year of the Association shall be July 1st to June 30th of the following year.

ARTICLE X – FINANCIAL MATTERS

Article X.1 – General Assessments:

Members of the Association shall pay an annual dues assessments in amounts determined by the Board of Trustees to ensure the solvency of the Association. All assessments shall be made in accordance with the CC&Rs and the Utah Community Association Act. The amounts so paid by Members, plus any funds received for the sale of assets of the Association, or from special assessments, or from other means shall be deposited to an interest-bearing bank account of the Association. Funds required for operating expenses shall be transferred to a bank checking account (if not interest bearing) and shall be used by the association for the purposes and activities listed herein. All assessments shall be made in accordance with the applicable provisions of the CC&Rs and the Utah Community Association Act. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Property, specifying and itemizing the maintenance, repair and replacement expenses of the Property and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Board of Trustees in assessing Common Expenses against the Lots and Owners, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner.

Article X.2 – Payment of Expenses:

All costs and expenses of the Association, as agent for its Members, in connection with the maintenance, control, operation and management of the Subdivision shall be paid and discharged promptly by the Treasurer on behalf of the Association.

Article X.3 – Contingency Reserve:

The Board of Trustees shall establish a contingency reserve amount in the amount of at least 50% of the annual expenses of the Association, which shall remain as a balance in the interest-bearing account for emergency and unforeseen expenses. The percentage of such reserves can be changed by a majority vote of the Board of Trustees.

Article X.4 – Special Assessments:

The Board of Trustees may elect to initiate nonrecurring costs and expenses pursuant to its duties, such as capital expenditures, extra costs of weather impacts, common area upgrades, etc. which may reduce the contingency reserve to below that required by these By-Laws. In such event, the Board of Trustees may issue a one-time Special Assessment to Members to (a) cover the actual cost of such non-recurring cost or, (b) restore the contingency reserve to its required amounts or, (c) both. Any such Special Assessment shall be billed to each Member separately from the Annual Dues, and shall be paid within 60 days of the date of billing.

Article X.5 – Escrow Account

The Board of Trustees will establish an Escrow Account to receive deposits from Members pursuant to the initial building upon the property. Such deposits are not the property of the Association, but shall be used as good faith deposits for the timely completion of work approved on the Lot of the Member. When the work is complete as approved by the Board of Trustees, the funds deposited by the Member shall be returned within thirty (30) days of such approval. In the event the Member does not fully comply with the requirements of the approval or CC&Rs or Building Regulations, after reasonable notice to the Member to comply, the Association is authorized to use any funds or deposit by the Member to complete the work as approved. If the cost of completing the work exceeds the deposit of the Member, the Association shall bill the Member for the excess costs incurred by their non-compliance. In the event that excess costs not covered by the initial deposit are 6 months or more delinquent, the Association is authorized, after written due notice is provided to the delinquent member, to submit the account to collection and/or place a Lien for the unpaid balance and accrued interest on the Member's Lot and have the lien recorded by the County Recorder

Article X.6 – Collection of Funds:

Any Members who have not paid their annual dues, special assessments or other valid charges or assessments within sixty (60) days from the date of Notice, shall be subject to interest charges at the rate of 1.5% per month on the outstanding balance. In the event that accounts are 6 months or more delinquent, the Association is authorized, after written due notice is provided to the delinquent member, to submit the account to collection and/or place a Lien for the unpaid balance and accrued interest on the Member's Lot and have the Lien recorded by the County Recorder, in addition to continuing interest charges. Any charges associated with collection of a delinquent account or filing a Lien with the County Recorder shall be charged against the Member's Lot. Any such Lien shall be subject to foreclosure or power of sale upon the expiration of at least 30 days following the date on which a notice of claim of lien is deposited in the United States Certified Mail addressed to the applicable property. Other remedies available under these Bylaws, the CC&Rs, under law and/or in equity may also be pursued concurrently to collect outstanding balances on Member's accounts.

Article X.7 – Assessment of Fees:

The Board of Trustees shall have authority to assess against a Member and/or Lot owner(s) all legal and other fees incurred by the Association if a Member does not comply with the CC&Rs and/or Building Regulations and rules of the Association. The Board of Trustees may treat any such assessment against particular Members and/or Lot owners as special assessments, which shall be governed by Article IX.6 above.

ARTICLE XI – TAXES AND INSURANCE

Article XI.1 – Taxes:

It is contemplated that all Members are subject to separate assessments and taxation by governmental entities and special districts for all taxes and assessments authorized by law and that as a result thereof, no taxes will be assessed against the Association as such. Each Member shall pay and discharge any and all governmental taxes, fees or service district assessments that may be charged against any platted lots owned by the Member.

Article XI.2 – Insurance:

The Hidden Cove Owners Association shall, secure and maintain the following insurance coverage in its own name: Directors & Officers Insurance (including personal injury and property damage coverage for Trustees) in the amount of \$1,000,000 for errors & omissions of its officers, trustees and agents pursuant to discharging their responsibilities to the Association.

ARTICLE XII – NUISANCE


No Member or occupant of a member's property shall cause, permit, condone or suffer any nuisance (as defined under applicable law) created or carried on, in, or about any platted lot of the subdivision. In such case, the Board of Trustees or its officers may initiate equitable relief from the courts. Other remedies available under these By-Laws or the CC&Rs, or at law or in equity, may also be pursued by the Association as may be necessary.

In the event of a conflict between these By-Laws and the CC&Rs, the CC&Rs shall control.


These new and reinstated By-Laws of the Hidden Cove Owners Association and the changes contained herein have been approved on this date, August 27, 2014, by a majority vote of the Board of Trustees in accordance with the authority granted by Article IV – Board of Trustees and Article IV.1 "Responsibilities".

These revised By-Laws of the Hidden Cove Owners Association shall become binding for all members of the Association upon recordation of this document with the Summit County Recorder's office.

Executed this 4th day of September, 2014, by the Hidden Cove Owners Association



President, Gary Stephen Mayo



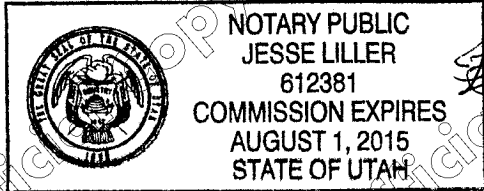
Secretary, William T. Mullen

STATE OF Utah

COUNTY OF Summit

4th fl

This instrument was acknowledged before me on September 2, 2014, by GARY STEPHEN MAYO as President of HIDDEN COVE OWNERS ASSOCIATION, a Utah non-profit corporation.



[Handwritten mark]

[Handwritten Signature]

Notary Public

My appointment expires: 8-1-2015

STATE OF Utah

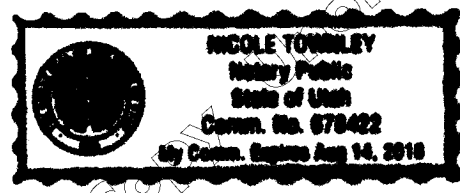
COUNTY OF Summit

This instrument was acknowledged before me on September 3, 2014, by WILLIAM T. MULLEN as Secretary of HIDDEN COVE OWNERS ASSOCIATION, a Utah non-profit corporation.

[Handwritten Signature: Nicole Tommley]

Notary Public

My appointment expires: 8-14-18



Return to:
Hidden Cove Owners Association
P.O. Box 981854
Park City, UT 84098

EXHIBIT A
ENTRY NO. 00859561
11/19/2008 12:27:28 PM B: 1957 P: 0417
Bylaws PAGE 1/9
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 132.00 BY HIDDEN COVE OWNERS ASSN

**AMENDED AND RESTATED.
HIDDEN COVE OWNERS ASSOCIATION
BY LAWS**

The By Laws of the Hidden Cove Owners Association are amended and restated and duly signed by the Board of Trustees as follows:

Description of the Land. The By Laws affect property located in Summit County, State of Utah, described as follows:

Hidden Cove Subdivision No. 1, Revised, Lots 1 through 107,
According to the official plat thereof, filed in the records of the
Recorder of Summit County, State of Utah. Amended Lots, 87A
and 36A are excluded and not applicable to these By-Laws.

HC-1-1 through HC-1-34; HC-1-37 through HC-1-87; HC-1-88 through HC-1-107

WHEREAS, the original Hidden Cove Owners Association By Laws were adopted on June 7, 1973, by resolution of the Board of Trustees; and


WHEREAS, the Board of Trustees, in a duly called meeting, voted to change, amend and completely restate the original By Laws; and

NOW THEREFORE, the Board of Trustees, at a duly called meeting on November 6, 2008, adopted these amended and restated By Laws and now desire that upon recordation with the Summit County Recorder, the prior By Laws will be superseded in their entirety by this document.

Ralph Hottinger, President *Ralph Hottinger*

STATE OF UTAH)
County of Summit)

On the 19th day of November, 2008, personally appeared before me, Ralph Hottinger, who, being by me first duly sworn, declared that he is the President of Hidden Cove Owners' Association, a Utah nonprofit corporation, and executed the foregoing instrument which was signed on behalf of said corporation, by authority of resolution of its Board of Trustees.

 NOTARY PUBLIC
DAVID BLAKE
1483 Newpark Blvd
P O Box 981748
Park City, UT 84098
My Commission Expires
May 19, 2012
STATE OF UTAH

David Blake
NOTARY PUBLIC