

BYLAWS
OF

**WILLOW PARK VILLAS
OWNERS ASSOCIATION, INC.,**

ENT 13156:2019 PG 1 of 15
Jeffery Smith
Utah County Recorder
2019 Feb 19 09:23 AM FEE 143.00 BY CS
RECORDED FOR Miller Harrison LLC
ELECTRONICALLY RECORDED

ARTICLE I

GENERAL

1.1 These Bylaws shall govern the operation of the WILLOW PARK VILLAS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, subject to its Articles of Incorporation. These Bylaws shall operate under the Utah Revised Nonprofit Corporation Act, § 16-6a-701, *et seq.*, Utah Code Ann., as may be amended from time to time (“Nonprofit Act”), and the Community Association Act, § 57-8a-101, *et seq.*, Utah Code Ann., as may be amended from time to time. The words used in these Bylaws shall be given their normal, commonly understood definitions. Unless the context clearly indicates otherwise, capitalized terms shall have the same meaning as set forth in Article I of the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WILLOW PARK VILLAS, A PLANNED UNIT DEVELOPMENT as may be amended or supplemented, recorded in the official records of Utah County, State of Utah. The provisions set forth below are subject to the provisions of the Declaration applicable to the Association, which are incorporated herein by this reference.

ARTICLE II

VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

2.1 Voting Rights. The Association shall have one (1) class of voting Membership with each Owner of a Lot allotted one (1) vote for each Lot owned. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised by a majority of such Owners as may be determined among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever until the matter is resolved to the reasonable satisfaction of the Association. In such case, the Association may, but shall not be required to apportion such Lot’s vote among the Owners thereof.

2.2 Majority of Quorum. Unless otherwise expressly provided in these Bylaws or the Declaration, any action which may be taken by the Association may be taken by a majority vote of a quorum of the Members of the Association at any meeting of Members.

2.3 Quorum. Except as otherwise provided in these Bylaws, a quorum shall be those members present in person or by proxy.

2.4 Proxies. An Owner may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a

proxy, be dated, and be signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, the expiration date on the proxy appointment form has passed, or change in ownership of the property.

ARTICLE III

ADMINISTRATION

3.1 Association Responsibilities. The Association shall have the responsibility of administering, maintaining and repairing the Community and otherwise exercising the rights and performing the duties of the Association set forth in the Declaration and these Bylaws. The Community is a community for persons 55 or older and is qualified for the age restriction exemption under The Fair Housing Act (Title VIII of the Civil Rights Act, 42 USC § 3601, *et seq.*) that allows communities to be operated for occupancy by persons 55 years of age or older and to satisfy those certain criteria set forth in the Housing for Older Persons Act (42 USC § 3607(b)(2)(c)), and to adopt certain age restriction rules and regulations to be enforced by the Association.

3.2 Place of Meetings of Members. Meetings of the Members shall be held in the Community or at such other suitable place as may be designated by the Board, which shall be as close as practicable in Utah County, Utah, and convenient to the members.

3.3 Annual Meetings of Members. An annual meeting, of the Association, shall be held each year on a date and at a time designated by the Board in accordance with a resolution of the Board. At the annual meeting, the Members may transact any business of the Association as may properly come before them including, without limitation, the right to elect a new Board of fill Board vacancies. Each Eligible Mortgagee of a Lot in the Community may designate a representative to attend all annual meetings of the Members.

3.4 Special Meetings of Members. Special meetings of the Members may be called at any time by a majority of the Board or upon a petition signed by Members holding at least twenty percent (20%) of the voting power of the Members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Each eligible Mortgagee of a Lot may designate a representative to attend all special meetings of the Members.

3.5 Notice of Meetings of Members. It shall be the duty of the Secretary of the Association to provide a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member of record and to each Eligible Mortgagee of a Lot which has filed a written request for notice with the Secretary. Notice of each meeting shall be issued, at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice shall be considered served upon (i) deposit of said notice, properly addressed and postage prepaid, in a regular depository of the United

States mail; (ii) if the Association offers to send notice by electronic mail, sending by electronic mail at the request of the Owner to an electronic mail address designated in writing by the Owner; or (iii) published in a Community newsletter or other similar publication that is circulated to each Owner. If no street or electronic mail address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place within the Community.

3.6 Waiver of Notice. Whenever any notice is required to be given to any Member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at any meeting shall also constitute a waiver of notice of such meeting, except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the Member contends that the meeting is not properly called or convened.

3.7 Adjourned Meetings. If any meeting of Members cannot be held, the Members who are present, either in person or by proxy, may adjourn the meeting and reconvene it at a time not less than five (5) days nor more than thirty (30) days following the time the original meeting was called. Such adjourned meetings may be held without further notice if the date, time, and place the meeting is to be reconvened is announced at the meeting at which such adjournment is taken.

3.8 Order of Business. The order of business at all annual meetings of the Members shall include but not be limited to, (i) the approval of the minutes from the preceding annual meeting, (ii) review of the past year and upcoming year financials, and (iii) elections of directors.

3.9 Action without Meeting. Any action which, under the provisions of the Utah Revised Nonprofit Corporation Act ("Nonprofit Act") may be taken at a meeting of the Members, may be taken without a meeting in the manner permitted by the Nonprofit Act, as the Nonprofit Act may be amended from time to time.

3.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthful evidence of the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Directors. Members will elect a Board composed of at least three (3) persons but no more than seven (7) persons. The Board shall be composed of only Owners of Lots, the officer, director, or agent of Owners who are not natural persons, or conservators or guardians of incapacitated Owners. They shall provide documentation if asked, acceptable to the Board of Directors, of such qualifications. The Owners may increase or decrease the number of directors at any annual meeting, provided, that a proportionate number of directors shall expire annually. Directors shall not receive any stated salary for their services

as directors; provided, however, that (i) nothing herein contained shall be construed to preclude any director from serving the Association in some other capacity and receiving compensation therefor, and (ii) any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

4.2 Term of Office. Directors shall be elected to serve terms of three (3) years and shall serve until their successors have been duly elected and qualified unless removed pursuant to Section 4.9. The terms of directors shall be staggered so that no more than 2 director's terms expire in the same year. Normal elections will be held at each annual meeting of the Association as provided by these bylaws. Any director who fails on three (3) successive occasions to attend Board meetings (whether regular or special) shall automatically forfeit his or her seat.

4.3 Election Process. Elections shall be conducted by secret written ballot unless a majority of the quorum consents to having the election conducted orally. A majority of the quorum of Members shall elect each director. The votes exercised by the Owner or Owners of a Lot shall be the number of votes the Owner has under Section 2.1 multiplied by the number of seats to be filled. Said votes may be voted in favor of as many candidates as there are director seats to be filled. Each director shall serve until his or her successor has been duly elected and qualified unless removed pursuant to Section 4.9.

4.4 Filling Unexpected Board Vacancies. If a vacancy in the Board is caused by death, resignation, removal or judicial adjudication for mental incompetence, the vacancy may be filled by appointment by a majority of the remaining directors. In the event there are no remaining directors, the vacancy may be filled by election, by the Members, at any special meeting of the Members held in accordance with these Bylaws. The term of office of any vacancy filled under this provision shall be the balance of the unserved term of his or her predecessor.

4.5 Powers and Duties. The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, or by these Bylaws directed to be exercised and done exclusively by the Members.

4.6 Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board is vested with, and shall be responsible for, the following powers and duties:

- (a) To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for such officers, agents, and employees, as may be consistent with law, the Articles, the Declaration, and these Bylaws, and to set the other terms of their office consistent with the provisions of Article V below as the Board shall reasonably determine.
- (b) To conduct, manage and control the affairs and business of the Association and to make and enforce Association Rules, all as may be consistent with law, the Articles, the Declaration, and these Bylaws.
- (c) To change the principal office for the transaction of the business of the Association from one location to another within the County of Utah; to

designate any place within said county for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Article III hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best.

- (d) Subject to the Declaration, to borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members. The Association may secure such loans by pledging any of its properties including future Assessments as collateral and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities.
- (e) To incur reasonable expenditures for any of the various Association purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. At all times until proper expenditure or distribution thereof for the purposes for which they are received occurs, the funds collected by the Board from the Members shall be held in trust for Members.
- (f) To contract for and pay maintenance, gardening, utilities, materials and supplies, repair, and services relating to the Community Areas, and to employ personnel necessary for the operation of the Association and the Community, including legal and accounting services.
- (g) To grant easements over the Community Areas where necessary for utilities and sewer facilities to serve the Lots.
- (h) To publish and adhere to the HOPA Age 55 Criteria policies and procedures that demonstrate the intent to operate the Community as a neighborhood for persons who are 55 years of age or older, and to establish policies for age verification of each Owner or Occupant by reliable surveys and affidavits, which surveys and affidavits shall be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, a driver's license, birth certificate, passport, immigration card or military identification may be used.
- (i) To exercise all other rights and enforce all other provisions set forth in the Declaration, these Bylaws, or other agreements of the Association.

4.7 Management Agent. The Board, may appoint for the Association a professional management agent at a compensation established by the Board, consistent with general law and the Nonprofit Act.

4.8 Books, Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles and, if requested by Members holding twenty

percent (20%) of the voting rights of the Association, shall obtain an independent certified audit of such books and records but not more often than annually. A copy of any such audit shall be delivered to a Member within thirty (30) days after the completion of such audit upon written request from a Member. A balance sheet and an operating (income) statement for the Association shall be distributed to each Member (and to any eligible Mortgagee on a Lot in the community upon written request) within sixty (60) days after each of the following accounting dates ('Accounting Date"):

- (a) The last day of the 9th full calendar month following the date of closing of the first sale of a Lot to a Member;
- (b) Thereafter, the last day of each of the Association's fiscal years.

The Balance sheet and operating statements shall cover the period ("Accounting Period") between the most recent Accounting Date prior to the issuance of the balance sheet and operating statement and the Accounting Date immediately prior to that Accounting Date. Each balance sheet shall show each item reflected on the balance sheet at the beginning of the Accounting Period and at the end of the Accounting Period. The operating statement for the first Accounting Period referred to in subparagraph (a) above shall include a schedule of Assessments received or receivable itemized by Lot number and by the name of the persons or entities assessed.

4.9 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the directors may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If more than one director is to be removed at any one time, each Member may accumulate his or her votes and vote for or against such removal of one or more of the directors in the number of votes equal to his or her share of the voting power as set forth in the Section 2.1 multiplied by the number of directors sought to be removed; in such event, no director shall be removed if the number of votes cast against his or her removal exceeds the number of votes cast for his or her removal. If any or all of the directors are so removed, new directors may be elected at the same meeting to fill the remainder of each director's elected term.

4.10 Organizational Meeting. The first regular organizational meeting of a newly elected Board shall be held within thirty (30) days after election of the Board, at such place as shall be fixed and announced by the directors at the meeting at which such directors were elected, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

4.11 Other Regular Meetings. Other regular meetings of the Board may be held at such time and place within the Community as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the directors; provided, however, that such meeting shall be held no less frequently than annually. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone, email, fax, or by other direct means at least seventy-two (72) hours prior to the date named for such meetings.

4.12 Special Meetings. Special meetings of the Board may be called by the President (or, if he or she is absent or refuses to act, by the Vice President) or by any two (2) directors. At least seventy-two (72) hours notice shall be given to each director, personally or by mail, telephone, email, fax, or by other direct means, which notice shall state the time, place and the purpose of the meeting, and shall be posted at a prominent place or places within the Community. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such meeting was given to such director as required by law and as provided herein.

4.13 Waiver of Notice/Form of Meeting. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the entire Board, however called and noticed or wherever held, shall be valid. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting. Meetings of the Board may be held in person, telephonically or by similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

4.14 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

4.15 Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting in any manner permitted by the Nonprofit Act, as the Nonprofit Act may be amended from time to time.

4.16 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.17 Committees. The Board, by resolution, may, from time to time, designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members and a chairman. The resolution shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

4.18 Meetings Open to Members. While no notice need be given to the Members of meetings by the Board, all meetings of the Board shall be open to Members; provided, however,

that the Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the Board. The Board may, with the approval of a majority of a quorum of its directors, adjourn the meeting and reconvene in executive session at the exclusion of the Members to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business or similar nature. The nature of any and all business to be considered in executive session shall first announced in open session.

ARTICLE V

OFFICERS

5.1 Designation. At the option of the Board, the principal officers of the Association shall be a President, Vice President, Secretary, Treasurer, and Member-at-Large, all of whom shall be elected by and from among the Board.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board, and each officer shall hold his or her office at the pleasure of the Board until he shall resign or be removed or otherwise disqualified to serve or his or her successor shall be elected and qualified to serve.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

5.4 Compensation. No officers shall receive compensation for any services they may render to the Association as an officer; provided, however, that the officers may be reimbursed for expenses incurred in performance of their duties as an officer to the extent such expenses are approved in advance by the Board.

5.5 President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power, subject to the powers of the directors under Article IV, to appoint committees from among the Members from time to time as he may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The President shall be an ex officio Member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board or these Bylaws of the Association.

5.6 Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform

such other duties as shall from time to time be imposed upon him by the Board or these Bylaws of the Association.

5.7 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or at such other place as the Board may order. The Secretary shall have charge of such books and papers as the Board may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board required by these Bylaws or by law to be given, however, no notice, if otherwise timely and proper will not be deemed invalid merely because it was not given personally by the Secretary. The Secretary shall maintain a book of record Owners, listing the names and addresses of the Members as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board.

5.8 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies 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 Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the Declaration, shall render to the President and directors, upon request, an account of all of his or her transactions and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

5.9 Member-at-Large. The Member-at-Large shall have no specific responsibility but shall have such powers and perform such duties as may be prescribed by the Board or by these Bylaws.

ARTICLE VI

OBLIGATIONS OF MEMBERS

6.1 Notice of Assessments. The Board shall give notice of the Annual Assessment to each Owner at least ten (10) days prior to the beginning of each fiscal year, but the failure to give prior notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Period that the funds budgeted for that fiscal year are, or will become, inadequate to meet all Community Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Annual Assessment for that fiscal year and the revised Annual Assessment shall commence on the date designated by the Board.

6.2 Special Assessments. The Association may levy against each Lot, in any fiscal year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any

construction, reconstruction, repair or replacement of Improvements upon the Community Areas, including fixtures and personal property related thereto, exterior elements of the Residences, and landscaped areas, concrete improvements, fences, patios and driveways located on a lot; provided, however, that any Special Assessment shall have the assent of two-thirds (2/3rds) of the votes entitled to be cast by the Members who are voting in person or by proxy at a meeting duly called for such purpose, if the cost of such new improvements would exceed five percent (5%) of that budget for the fiscal year.

6.3 Enforcement of Assessments. If an Owner fails or refuses to pay an Assessment when due, the Board shall give written notice to the Owner informing him of the amount of the Assessment due, including any interest or late payment fee, notifying him that pursuant to applicable law, the utility services paid as a Community Expense and the right of access and use of recreational facilities which constitute Community Areas will be terminated if payment of the Assessment is not received within 72 hours. The notice must also inform him that he has the right to request an informal hearing by submitting a written request to the Board within fourteen (14) days after the date on which the owner receives the notice. If a hearing is requested, utility services and use of recreational facilities may not be terminated until after the hearing is conducted and a final decision has been entered. After notice, if the Owner of a Lot does not request a hearing within fourteen (14) days and fails to pay his or her Assessment, that amount constitutes a lien which the Board may record. The Board may enforce the lien by sale or foreclosure of the Owner's interest in his or her Lot.

6.4 Maintenance, Repair and Replacement

- (a) Every Member must perform promptly, at his or her sole cost and expense, all maintenance, repair and replacement work on the interior elements of his or her Residence, as further described and required in the Declaration. The Association shall perform all maintenance, repair and replacement work on the Community Areas, the exterior elements of the Residences, and all landscaped and improved areas of the Lots, as further described and required in the Declaration.
- (b) As further provided in the Declaration, each Member shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Community areas owned by the Association which are damaged through the fault of such Member. Such expenditures shall include all court costs and reasonable attorneys' fees incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE VII

AMENDMENTS TO THE BYLAWS

7.1 These Bylaws may be amended by the Association in a duly constituted meeting of the Members. No amendment to these Bylaws shall take effect unless approved by at least a majority of a quorum of Members present, in person or by proxy, at a duly constituted regular or special meeting of the Members. The prior written approval of each Eligible Mortgagee on a Lot in the Community must be secured before any material amendment to these Bylaws may

take effect which may adversely affect any Mortgagee's rights or security interests, and this sentence may not be amended without such prior written approval of a majority of such Eligible Mortgagees.

ARTICLE VIII

CONFLICTING PROVISIONS

8.1 In the event any provision within these Bylaws shall conflict with Utah law, such conflicting provision of the Bylaws shall be null and void, but all other provisions in these Bylaws shall remain in full force and effect to the extent permitted by law. In the event there is any inconsistency or conflict between these Bylaws and the other Community Documents, priority shall be given to the Community Documents in the following order: the Declaration, Articles, Bylaws, and Association Rules, as each respective document may be amended from time to time.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Pursuant to Section 12.12 of the Declaration, the Board shall authorize the Association to indemnify Association Officials against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon an Association Official in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an Association Official, unless the liability for such expenses arises out of his or her own intentional misconduct. No Association Official shall have any personal liability with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Association (except indirectly to the extent that such Association Official may also be a Member and therefore subject to Assessments hereunder to fund a liability of the Association), and the Association shall indemnify and forever hold each such Association Official free and harmless from and against any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Association Official may be entitled. If the Board deems it appropriate, in its sole discretion, the Association may advance funds to or for the benefit of any Association Official who may be entitled to indemnification hereunder to enable such Association Official to meet on-going costs and expenses of defending himself or herself in any action or proceeding brought against such Association Official by reason of his or her being, or having been, an Association Official. In the event it is ultimately determined that an Association Official to whom, or for whose benefit, funds were advanced pursuant to the preceding sentence does not qualify for indemnification pursuant to this Section or otherwise under the Articles or applicable law, such Association Official shall promptly upon demand repay to the Association the total of such funds advanced by the Association to him or her, or for his or her benefit, with interest (should the Board so elect) at a rate as exclusively determined by the Board from the date(s) advanced until paid. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Section shall apply to the estate, executor, administrator, heirs, legatees, or devisees of an Association Official.

MISCELLANEOUS

10.1 Execution of Documents. The Board, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent, committee Member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

10.2 Inspection of Bylaws. The Association shall keep in its office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Owners and all Eligible Mortgagees at all reasonable times during regular office hours. The Board may require payment of the cost of reproducing copies of documents requested by a Member.

10.3 Fiscal Year. The fiscal year of the Association shall be determined by the Board and, having been so determined, is subject to change from time to time as the Board shall determine.

10.4 Membership Book. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Proper termination or transfer of ownership of any Lot by an Owner shall be recorded in the book, together with the date on which such ownership was transferred.

ARTICLE XI

ENFORCEMENT

11.1 In the event of a violation of the Declaration, these Bylaws, the Association rules, or any HOPA Age 55 Criteria policies and procedures as described in Section 3.1 above, the Board may enforce the Declaration, these Bylaws, the Association rules or such Age 55 Criteria policies and procedures in any manner prescribed by law and shall have all rights and remedies available at law and in equity.

ARTICLE XII

MEMBERSHIP IN ASSOCIATION

12.1 Membership in the Association, and transfers thereof, shall be limited and determined as provided in the Declaration and the Articles. There shall be as many Members as there are Owners of Lots in the Community.

(Secretary's Certification Follows)

CERTIFICATION


I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Willow Park Villas Owners Association, Inc., a Utah nonprofit corporation;

That the foregoing Bylaws constitute the Amended Bylaws of said Association, as duly adopted at a meeting of the Board thereof, held on the day of Dec 18, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association (if any) this day of Dec 18, 2018, which are certified to be the Bylaws adopted by the Board of the WILLOW PARK VILLAS OWNERS ASSOCIATION, INC.,

Dated: 1/23/19

Secretary: 

Jurat Certificate

State of Utah

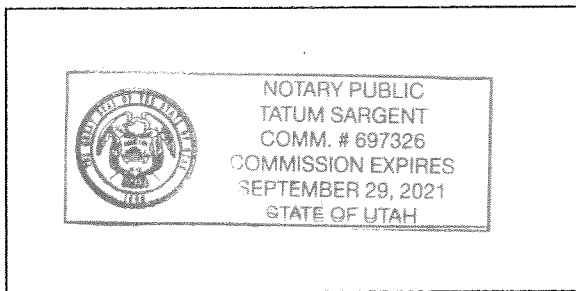
County of Utah

Subscribed and sworn to (or affirmed) before me on this 23

day of January, 2019, by Ted U Peck

Place Seal Here

Notary Signature Tatum Sargent



Description of Attached Document

Type or Title of Document
certification

Document Date 1/23/19 Number of Pages 13

Signer(s) Other Than Named Above
None

EXHIBIT A

Community Legal Description

All of WILLOW PARK. VILLAS, A PLANNED UNIT DEVELOPMENT, PLAT "A" Subdivision, as recorded at the Utah County recorder's office, State of Utah.