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BYLAWS  
OF

ENT 25581:2013 PG 1 of 6  
Jeffery Smith  
Utah County Recorder  
2013 Mar 18 11:26 AM FEE 35.00 BY SS  
RECORDED FOR Eagle Gate Title Insurance Ag  
ELECTRONICALLY RECORDED

HEATHER PARK HOMEOWNERS ASSOCIATION

**Article I. Name and Location**

The name of the corporation is HEATHER PARK HOMEOWNER ASSOCIATION ("Association").  
The principal office of the Association shall be located at 475 South 400 West, Provo, Utah 84601.

**Article II. Members**

SECTION 1. Annual Meeting. The annual meeting of the Association shall be held in April in each year, for the purpose of electing Officers to the Management Committee and for the transaction of such other business as may come before the meeting. The meeting shall be scheduled by the Management Committee, and shall not occur on a Sunday or legal holiday.

SECTION 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by any two Officers, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project.

SECTION 3. Place of Meeting. The Management Committee may designate any place within Utah County as the place of meeting for any annual meeting or for any special meeting called by the Management Committee.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than three nor more than thirty days before the date of the meeting, either personally or by mail, by or at the directions of the Management Committee, or of the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the books of the Residents Association, with the postage thereon paid.

SECTION 5. Eligibility. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, the members in good standing of record on the date that notice must be given shall constitute those eligible to vote at such meetings.

SECTION 6. Voting Lists. The officer or agent having charge of the books of the Residents Association shall make a complete list of members entitled to vote at each meeting of members of any adjournment thereof, arranged in alphabetical order, with the address of and the number of lots held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof.

SECTION 7. Quorum. Fifty-one percent (51%) of the lot owners of the Residents Association entitled to vote, represented either in person or by proxy, shall constitute a quorum at a meeting of members. If a quorum is not present or represented, the meeting may be adjourned from time to time with a second

notice given pursuant to these Bylaws. If a quorum is not present or represented at such adjourned meeting, any business as originally noticed may be transacted by those members present or represented at such adjourned meeting.

SECTION 8. Proxies. At all meetings of members, a member may vote in person or by proxy executed in writing by a member or his or her duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Residents Association before or at the time of the meeting, No proxy shall be filed after four months from the date of its execution, unless provided in the proxy.

SECTION 9. Voting of Members. Subject to the provisions of Section 11 of this Article II, each member entitled to vote shall be entitled to one vote per Unit upon each matter submitted to a vote at a meeting of members. If a member owns more than one Unit, then said member shall be entitled to one vote for each Unit the member owns.

SECTION 10. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by 51% of the members entitled to vote with respect to the subject matter thereof.

SECTION 11. Cumulative Voting. Unless otherwise provided by law, at each election for Officer every member entitled to vote at such election shall have the right to vote the number of Units owned by him or her for as many persons as there are Officers to be elected and for whose election he or she has the right to vote, or to cumulate his or her votes by giving one candidate as many votes as the number of such Officers multiplied by the number of his or her Units shall equal, or by distributing such votes on the same principal among any number of candidates.

### Article III. Management Committee

SECTION 1. General Powers. The business and affairs of the Residents Association shall be managed by its Management Committee.

SECTION 2. Number, Tenure and Election Procedure. The number of Officers of the Residents Association shall be not less than three nor more than four. The term of office shall be for a two-year period.

SECTION 3. Regular Meetings. A regular meeting of the Management Committee shall be held immediately following the member meeting in April each year. Additional meetings will be scheduled by the Management Committee as needed or required by statute. The Management Committee may provide, by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Management Committee may be called by or at the request of the President or any two Officers. The person or persons authorized to call special meetings of the Management Committee may fix the place for holding any special meeting of the Management Committee called by them.

SECTION 5. Notice. Written notice of any special meeting shall be given at least 3 days previously thereto, such written notice delivered personally or mailed to each Officer at this business address. Any

SECTION 6. Vice President. The Vice President shall serve as the chief operating officer when the President is unable to serve and shall have all the powers and duties of the President.

SECTION 7. Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or make necessary by the Act, these Bylaws, the Covenants Conditions and Restrictions, or the Committee.

SECTION 8. Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. Upon request of the Committee he shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his duties.

**Article V. Contracts, Loans, Checks and Deposits**

SECTION 1. Contracts. The Management Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Residents Association. Such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Residents Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Management Committee. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness in the name of the Residents Association, shall be signed by such officers, agent or agents, of the Residents Association and in such a manner as shall from time to time be determined by resolution of the Management Committee.

SECTION 4. Deposits. All funds of the Residents Association not otherwise employed shall be deposited from time to time to the credit of the Residents Association in such banks, trust companies or other depositories as the Management Committee may select.

**Article VI. Fiscal Year**

The fiscal year of the Residents Association shall begin on the 1st day of January and end on the 31st day of December of each year.

**Article VII. Waiver of Notice**

Unless otherwise provided by law, whenever any notice is required to be given to any member or Officer of the Residents Association under the provisions of the Articles of Incorporation or under the provisions of the Business Association Act, 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 deemed equivalent to the giving of such notice.

Officer may waive notice of any meeting. The attendance of an Officer at a meeting shall constitute a waiver of notice of such meeting except where an Officer attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or conveyed.

SECTION 6. Vacancies. Any vacancy occurring in the Management Committee may be filled by the affirmative vote of a majority of the remaining Officers. An Officer elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any office is to be filled by election by the Management Committee for a term of office continuing until the next election of Officers by the members.

SECTION 7. Compensation. Officers shall not be entitled to compensation for their service as an Officer, except in light of any extra-ordinary Officer duties which that member is required to perform, as determined by unanimous vote of Officers. All such compensation will be specifically disclosed during regular member meetings.

SECTION 8. Presumption of Assent. An Officer of the Residents Association who is present at a meeting of the Management Committee at which action on any association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Residents Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to an Officer who voted in favor of such actions.

#### Article IV. Officers

SECTION 1. Number. The officers of the Residents Association shall be a President, a Vice President, a Secretary and a Treasurer, which comprise the Management Committee. Any two offices other than President may be combined.

SECTION 2. Election and Term of Office. The officers of the Residents Association shall be elected at the annual meeting of the Members. Each officer shall hold office until his or her successor has been duly elected the following year, until death, resignation, or removal as hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Management Committee or by a 51% majority vote of all residents, whenever in their judgment, the best interest of the Residents Association will be served thereby, but such a removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not by itself create contract rights.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Management Committee for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive of the Management Committee and shall exercise general supervision over the property and affairs of the Residents Association. He shall preside over all meetings of the Management Committee and of the Unit Owners. He shall execute all instruments on behalf of the Management Committee.

Article VIII. Conflicts

In the case of any conflict between these Bylaws and the Covenants, Conditions, and Restrictions ("CC&R") as filed in the Declaration of Condominium of the Heather Park Condominium Project executed on April 25, 1979, and recorded in the Office of the Utah County Recorder on May 4, 1979, as Entry No. 16793, in Book 1740, Page 733, together with subsequent amendments, the CC&R shall control.

Article IX. Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a fifty-one percent (51%) vote of Unit Owners.

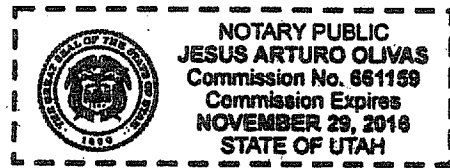
IN WITNESS WHEREOF, the undersigned, constituting all of the Management Committee of Heather Park Homeowners Association, have executed these Bylaws on the 14<sup>th</sup> day of March 2013.

  
Dave Jones  
President

STATE OF UTAH            )  
  )     ss.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2013, by David Jones, a duly sworn member of the Management Committee of the Heather Park Homeowners Association.

  
NOTARY PUBLIC



*Jonathan Henage*  
Jonathan Henage  
Treasurer

STATE OF UTAH            )  
  )        ss.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2013, by Jonathan Henage, a duly sworn member of the Management Committee of the Heather Park Homeowners Association.

*Jesus Arturo Olivas*  
NOTARY PUBLIC

