

10-305-0101 thru 0111
10-306-0209 thru 0235
10-304-0201 thru 0210

**AMENDED & RESTATED BYLAWS OF EASTRIDGE PARK
MASTER HOMEOWNERS ASSOCIATION, INC.**

The following are the Amended & Restated Bylaws of Eastridge Park Master Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation (the "Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

RECITALS

- (A) The Project remains within the Class B Control Period.
- (B) In accordance with Article VI of the existing Bylaws of Eastridge Park PRUD Master Homeowners Association, Inc., a majority of Members in attendance, in person or proxy, at a duly called meeting voted to approve the adoption and recordation of these Bylaws.
- (C) These Bylaws affect and concern certain real property located in Davis County Utah and more particularly described in Exhibit "A" attached hereto.
- (D) These Bylaws are also referred to as Exhibit "B" in Article 7.1 of the Declaration.

**ARTICLE I
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Master Declaration of Covenants, Conditions & Restrictions for Eastridge Park PRUD Master Community, recorded in the Official Records of the Davis County Recorder's Office, Entry No. 2962275 (hereinafter referred to as the "**Declaration**"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF MEMBERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, the Declarant, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. Except as otherwise specifically set forth in the Declaration, at any meeting of Members, the presence of Members, in person or by proxy, shall constitute a quorum for the transaction of business. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of

members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration:

Since an Owner may be more than one person, if only one of such person is present at the meeting of the Association that person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such person is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number, Tenure and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). The initial Board shall be selected or appointed by Declarant, which consists of three members, and their successors, that may hold office by the appointment of the Declarant, so long as Class B Control Period remains. During the Class B Control Period, the Declarant shall appoint representatives from the three housing types in the Project: (1) townhomes; (2) cottage homes; (3) and traditional single family homes

At the first meeting of the Members following the Class B Control Period at which the election of Directors will take place, there shall be at least one candidate from each of the three housing types in the Project: (1) townhomes; (2) cottage homes; (3) and traditional single family homes. The candidate from each housing type who receives the most votes shall serve as a Director. Thereafter, the three (3) Directors shall select one (1) Director

to serve for a term of two (2) years. The remaining Directors shall service for a term of one (1) year. At each annual election thereafter, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of two (2) years. Any change in the number of Directors may be made only by amendment of these Bylaws. Each Director shall hold office until his term expires and until his successor has been duly elected.

Section 3.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Association to Owner control, the Declarant and/or Board may identify an Owner from each of the three housing types in the Project, (1) townhomes; (2) cottage homes; (3) and traditional single family homes, to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote.

Section 3.3 Removal. During the Class B Control Period, a Director may only be removed with the consent of the Declarant. Following the Class B Control Period, any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, nomination for election to the Board may be made in advance or from the floor at the annual meeting.

Section 4.2 Election. Following the Class B Control Period, the election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes from each of the three housing types shall be elected.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices to Directors shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if previously designated in writing) may attend Board meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority and responsibility to a manager or managers, subject to any limitations or provisions contained in the Declaration. The Board shall be responsible for a number of activities including, but not limited to the following:

- A) Management of the Association;
- B) Preparation of annual assessments and budget;
- C) Collecting the assessments;

- D) Maintaining a bank account(s) for the Association and designating required signatories;
- E) Maintaining the Common Areas, Limited Common Areas and Facilities, including any private roadways or facilities;
- F) Adopting and amending rules and regulations;
- G) Enforcing the Declaration, including the retention of legal counsel;
- H) Commencing legal action when necessary;
- I) Levying fines, sanctions and citations;
- J) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area, Limited Common Areas, or facilities;
- K) Purchasing and maintaining insurance;
- L) Keeping books and records of the Association;
- M) Making emergency repairs;
- N) Managing parking;
- O) Managing reasonable pet restrictions; and
- P) Performing other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president and secretary/treasurer, who shall at all times be members of the Board, or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. Following the Class B Control Period, the election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors may not vote and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Following the Class B Control Period, any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 8.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other policies governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer: The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records.

Other Officers: Other officers shall have the duties and obligations as set forth by the Board.

ARTICLE VIII CONDUCT AT ASSOCIATION MEETINGS

Section 8.1 Weapons. No person, whether an Owner, occupant, owner representative, or other third party is permitted to bring (whether concealed or open) any firearm, knife, aerosol, weapon, or similar item to any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 8.2 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

ARTICLE IX COMMITTEES

Section 9.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of the Architectural Review Board. The Board may terminate any committee at any time and assume any responsibilities of a terminated committee.

**ARTICLE X
AMENDMENTS, ORDER OF PRECEDENCE**

Section 10.1 Amendment. During the Class B Control Period, these Bylaws may be amended at any time by the Declarant. Thereafter, these Bylaws may be amended by the vote or written consent of Members holding at least sixty-seven percent (67%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Davis County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XI
INDEMNIFICATION**

Section 11.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 11.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XII WAIVER OF PROCEDURAL IRREGULARITIES

Section 12.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 12.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

ARTICLE XIII CONTRACTS, LOANS AND DEPOSITS

Section 13.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 13.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 13.3 Checks, Drafts. All checks, drafts and other order for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s), employee(s), or agent(s) of the Association and in the manner of such from the time to time be determined by the resolution of the Board.

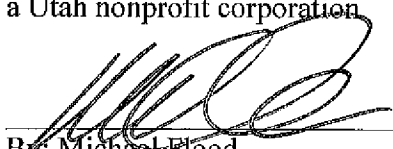
Section 13.4 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

**ARTICLE XIV
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon this 27th day of October, 2016.

Eastridge Park Master Homeowners Association, Inc.,
a Utah nonprofit corporation


By: Michael Flood
Its: President

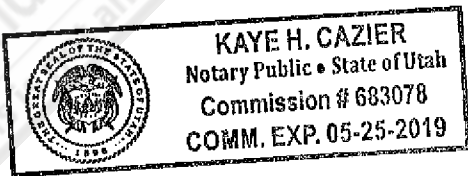
ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the 27 day of October, 2016, personally appeared before me Michael Flood, who being by me duly sworn did acknowledge that he is an President and authorized signer of Adams Property LLC, a Utah limited liability company, who acknowledged to me that said company executed the same.



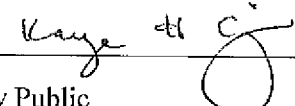

Notary Public

EXHIBIT "A"

ALL OF LOTS 101 THROUGH 109 OF EASTRIDGE PARK PRUD, PHASE 1A, INCLUSIVE OF ALL COMMON AREA AND OPEN SPACES PARCELS, LOCATED IN THE CITY OF LAYTON CITY, ACCORDING TO THE OFFICIAL APPROVED FINAL PLATS THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

(TAX I.D. NOS. 10-305-0101 THROUGH 0111)

ALL OF LOTS 201 THROUGH 208, EASTRIDGE PARK PRUD PHASE 2A, INCLUSIVE OF ALL COMMON AREA AND OPEN SPACE PARCELS, LOCATED IN THE CITY OF LAYTON CITY, ACCORDING TO THE OFFICIAL APPROVAL FINAL PLATS THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

(TAX I.D. NOS. 10-304-0201 THROUGH 0210)

ALL OF LOTS 209 THROUGH 232 OF EASTRIDGE PARK PRUD PHASE 2B, INCLUSIVE OF ALL COMMON AREA AND OPEN SPACE PARCELS, LOCATED IN THE CITY OF LAYTON CITY, ACCORDING TO THE OFFICIAL APPROVAL FINAL PLATS THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

(TAX I.D. NOS. 10-306-0209 THROUGH 0235)

SUCH ADDITIONAL REAL PROPERTY THAT SHALL, AT ANY POINT IN TIME, MEAN REAL PROPERTY ADJACENT TO THE PROPERTY DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, WHICH MAY BE DEVELOPED ON A PHASE-BY-PHASE BASIS, IN DECLARANT'S SOLE DISCRETION.