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 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2011 Jan 11 12:02 pm FEE 57.00 BY ED  
 RECORDED FOR HEIMULI HEMA

**ATTACHMENT -A-**

**REVISED, AMENDED AND RESTATED BY LAWS**

**OF COMMUNITY ASSOCIATION**

**OF COTTAGES ON THE GREEN HOME, OWNER'S ASSOCIATION:**

A Residential TownHome Complex known as COTTAGES ON THE GREEN, in accordance with the Community Association Act, Chapter 57-8a, Utah Code;

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I. IDENTITY:

These are the By Laws of COTTAGES ON THE GREEN, A UTAH RESIDENTIAL TOWNHOME COMPLEX, and Home Owner's ASSOCIATION, INC., pursuant to the Utah Community Association Act (Act), and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for COTTAGES ON THE GREEN

II. DEFINITIONS:

Terms are as defined in the afore named Declaration of the Home Owner's Association (H.O.A. or HOA, or Association), and in federal and state fair-housing acts. In addition:

- i) "Vote" means a roll-call ballot where each person's vote is recorded by his/her name;
- ii-) "Consent" means a vote taken with the number of "ayes" and "nays" recorded; and
- iii-) "Assent" means approval of a decision by asking if any persons do NOT support it, and if no one responds, the decision is recorded as having been assented to.

III. OFFICE:

The Association Office is located at the residence of the current sitting president, of the Cottages On The Green, Highland, Utah, or at such other place as designated by the Board.

IV. APPLICATION:

All present or future owners, tenants, or other persons authorized to use facilities of the Complex in any way, are subject to restrictions set forth in these By Laws. The acquisition or rental of a Unit, or the act of occupancy or use of any of said Units, or the Common Areas and Facilities, signifies that these By Laws are accepted and will be complied with by any such persons.

V. ASSOCIATION:

1. Members. The members of the Association shall consist of all owners and spouse occupants, residing in a Unit, as shown in the records of the County Recorder of Utah County, Utah. Ownership is fee simple. No mortgagee, beneficiary, or trustee under a deed of trust shall be considered to be a Member unless and until such a party has acquired title pursuant to foreclosure or any legal arrangement/proceeding in lieu thereof. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit.

2. Place of Meetings. Association meetings shall be held at a place within the State of Utah, Utah County, as the Board may specify by a notice.

3. Annual Meetings. The annual meeting of the Association shall be held at a time and place as specified by the Board.

4. Special Meetings. Special meetings of the Association may be called at any time by the Board, or by eligible Unit Owners collectively holding at least thirty (30%) of the total vote, and shall be held at a time and place specified by the Board. The notice shall also state matters to be considered.

5. Notices. Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10), nor more than sixty (60) days before the date of the meeting, either personally or by mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

6. Quorum.

(a) At an Association meeting, the eligible Owners of more than fifty (50%) percent of all Units and Common Areas shall constitute a quorum for any and all purposes, except where express provisions of these By Laws or the Declaration require a vote of more than fifty (50%) percent of those present [or of the full HOA membership, when required], in which event a quorum shall be the percentage of interest required for such vote.

(b) In the absence of a quorum, the presiding officer of the meeting may adjourn and reschedule the meeting without notice other than by announcement at the meeting. The Members of the Association present at the rescheduled meeting shall constitute a quorum. A re-scheduled meeting shall meet the attendance requirements provided in (a) above.

(c) At any such adjourned meeting, at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. The rescheduled meeting shall not be held earlier than forty-eight (48) hours, nor more than thirty (30) days after the originally scheduled meeting.

7. Voting. When a quorum is present at any meeting, the vote of eligible Unit Owners representing more than fifty (50%) percent of the eligible Unit Owners present, either in person or represented by Proxy, shall decide any question of business brought before said meeting, including the election of Officers. However, if the question is one upon which, by express provision of the Declaration and these By Laws, a greater vote is required, such an express provision shall control the decision of such question. All votes shall be cast either in person or by Proxy. All proxies shall be in writing and shall be delivered to the designated officer prior to the beginning of a vote taken at said annual meeting. An Owner is eligible to vote at any meeting only if s/he shall have fully paid all payments of dues or Assessments made or levied against his/her Unit by the Board, along with all additional charges, if properly chargeable to, and

against his/her Unit, at least three (3) days prior to the date of the meeting. For any issue voted upon, there shall be one vote cast for each Unit.

The following provisions shall apply to votes on Association issues and Elected Officers:

a) Subject To Assessment. Votes shall be cast only by Unit-owners subject to such expenses, dues or Assessments being considered for passage

b) Multiple Owners. When more than one person or entity holds a financial interest in a Unit, that Unit' vote shall be suspended if the voters disagree and more than one person or entity seeks to exercise it.

c) Leasing Residents. An Owner who leases a Unit, may, in the lease or another written instrument, assign the voting right appurtenant to that Unit to the lessee, provided a copy of the instrument is given to a Designated officer at least three days prior to any meeting.

8. Proxies. A vote appertaining to any Unit may be cast pursuant to a Proxy duly executed by or on behalf of the eligible Unit Owner. A Proxy shall not be revocable except by actual notice to the person presiding over the meeting by the Unit Owner that it be revoked. Any Proxy shall be void if the document is not dated. The Proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof, to execute actions on behalf of that person. Any Proxy shall terminate automatically upon adjournment of the scheduled meeting and extensions. A Proxy must be an individual Unit Owner or a legal representative of a Unit Owner.

9. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By Laws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

10. Conduct of Meetings. The President, or in his/her absence, the Vice-President, shall preside over all meetings of the Association. The designated officer, or designee, shall keep the minutes of the meeting, record all Resolutions adopted, and record all transactions of meetings. Meetings shall be conducted in accordance with Rules provided by the Board.

#### VI. MANAGEMENT Board:

1. Purposes and Powers. The business, Property and affairs of the Association shall be managed and governed by the Management Board consisting of three (3) Elected-Officers, plus various Appointed Officers. The Board shall have all powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and in addition, may also perform actions in ways that are not contemplated or defined by the Declaration or these By Laws. The Board is authorized to adopt Rules or Resolutions as regulatory policy for the operational and fiduciary functions of the Association, and to promote

rights of access of owners, provided such measures do not conflict with the Declaration or these By Laws. The President shall act on behalf of the Board for all matters relating to functions of the Board that may arise between Board meetings. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for:

- a) Preparation of an annual budget, in which there shall be established the dues and Assessments of each Owner to the Common Expenses;
- b) Levying dues and Assessments against Owners to defray the expenses of the Complex, setting the methods of collections from Owners, and the timing of payments. Unless otherwise determined by the Board, the dues and Assessments owed by Owners for proportionate shares of the Common Expenses shall be payable in equal monthly installments, due and payable in advance on the first day of each month;
- c) Providing for the operation, replacement, maintenance and surveillance of the Common Areas, property, and services of the Complex from annually budgeted or reserve funds;
- d) Designating, hiring, and supervising personnel for the maintenance, operation and repair of the Common Areas, providing services for the Complex, providing compensation for such personnel, and for the purchase of related equipment, supplies and material;
- e) The collecting of dues and Assessments from Owners, the depositing of funds in an insured financial institution, the monitoring, borrowing and withdrawing of funds from, to and within accounts thereof in behalf of the Association, the designating of signatories, and use of budgeted funds to administer the needs of the Complex;
- f) The amending of these By Laws, when needed, and the promulgation of and amending the Rules and Resolutions relating to the provisions of the Declaration and these By Laws;
- g) Making or contracting for repairs, alterations and improvements to the common Property in accordance with the Declaration and other provisions of these By Laws;
- h) Enforcing the provisions of the Declaration, By Laws, Rules or other regulatory measures adopted by the Board, involving the Common or Limited Common Areas, including maintenance, repair and replacement of Limited Common Property that may be assigned to Unit-owners, or the bringing of proceedings instituted on behalf of the Association;
- i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium costs therefore;
- j) Paying costs of services rendered to the Complex, as contracted by the Board;
- k) Keeping financial records of detailed accounts of the receipts and expenditures affecting the

administration of the Complex, including maintenance and repair expenses incurred., and for validating expenditures, and shall make them available for examination by the Owners, their duly authorized agents or attorneys during general business hours on working days at the times and in the manner set by the Board for general access.

l) The keeping of financial records in accordance with generally accepted accounting practices and upon Resolution of the Association, or any needed review or examination of such records by an accounting professional. The Board may also employ an outside auditor [who is not a Resident or an Owner] to conduct an accredited financial audit, the cost of which shall be an Association expense. If another audit is requested by one or more Unit-Owners, costs shall be borne by the requesting party(s). A copy of such Association financial reports shall be available to any first Mortgagee who requests a copy in writing;

m) The making of any instrument executed by the Board that recites facts which, if true, establishes Board power & authority to accomplish through such instrument the intended actions. Such instruments shall lawfully establish said power and authority to act as provided below; and the Association, in connection with its exercise of any of the powers delineated below, hereby constitutes a legal entity acting through the Board. The Board may also:

i) Entry: Enter into or upon any Unit to make repairs or do other work necessary for the proper maintenance and operation of the Complex; and except in an emergency, the Board shall give Unit-Residents at least twenty-four (24) hours prior notice, and any expenses due to entry shall be the responsibility of the Board;

ii) Easements: Grant or create reasonable permits or licenses for the handling of such things as water or utility easements over, under, across or through Common Areas for reasonable purposes necessary for the proper maintenance, operation or regulation of the Common Area, without Owner, insurer or mortgagee consent;

iii) Standing and Execution: Sue and be sued, execute, draft or perform, on behalf of all Owners, any statement or amendment to official documents relating to or in behalf of the Association, or otherwise respond/act as may be necessary;

iv) Regulation: Promulgate Rules, Resolutions, contracts, or orders necessary to maintain the Complex, consistent with applicable law and in behalf of Unit Owners, issue or enter into contracts for goods and services to meet the needs of the Complex;

v) Interests in Real Property: Exchange, convey or transfer any interest in real property, to purchase or otherwise obtain real property, or interest therein, subject to the approval of at least seventy-five (75%) of the eligible Association Members;

vi) Meetings: Set procedures for conduct of Association meetings; define voting methods, schedule closed meetings (in whole or part) for executive session; keep records,

and allow, control or prohibit electronic reproduction of such proceedings;

vii) Authority Delegation: Manage, delegate, and control the operation of the Common Area through appointed Officers, full or part-time professional staff or other Members; exercise and such rights, powers and authority needed to control and oversee; and

viii) Other Actions: Direct or perform any and all other actions, or enter into transactions deemed necessary to perform functions on behalf of Unit Owners.

2. Composition of Board. At the Annual meeting of the Association, the Unit owners shall nominate and vote for all needed Elected Officers.

4. Terms. The three Elected Officers shall select which of them shall serve as the President, the First Vice President, and the Second Vice-President of the Association. Each shall be elected for two (2) year terms, with two being elected one year, and one being elected in the alternate year.

5. Qualification. To qualify for election, a Resident must be an individual Unit Owner, or the Spouse of a Unit Owner, in good standing with dues & Assessments being current.

6. Vacancies or Removal of Officers: An interim vacant seat on the Board shall be filled by a Member being either duly elected by the eligible HOA membership, or appointed by Board officers, followed by being elected by the membership at the next Annual Meeting. Removal of Elected Officers may occur any time, for any reason, by the affirmative vote of a majority of eligible Association Members attending a meeting to consider the matter as brought by the Board, or any group of five (5) or more Members, who, with a 30-day notice, shall call for a special meeting of members to address that question.

7. Replacement. Elected or Appointed Officials who are dismissed in the manner set forth above, or who resign, shall be replaced by an appointment of the remaining members of the Board. Elected Officials removed by the affirmative majority vote of the Association shall be temporarily replaced by the Board until the next Annual meeting of the Association.

8. Term Served. Unless an elected official forfeits, resigns, or otherwise loses his/her seat as provided, a Board Member shall serve until his/her successor is duly elected.

9. Regular Meetings. The Board shall meet regularly, at least quarterly, or as often as needed. A meeting of newly elected Management Board members shall be held within 30-days after adjournment of the annual meeting of the Unit Owners, or a time determined by the Board. Meetings other than the annual Association meeting, shall be held at regular intervals at such places within Utah County, at such times as designated by the Board.

10. Special Meetings. Special meetings of the Board shall be held when called by the President or by two (2) or more Board members. By unanimous consent of the Elected Officers, special

meetings may be held without notice at any time or place. Minutes shall be taken of each Special meeting. Decisions made shall be communicated and disseminated to all HOA members, and shall be listed on the agenda for possible discussion at the next regular meeting.

11. Quorum. A quorum for transacting business at any meeting of the Management Board shall be a majority of the Elected members, plus a majority of the Appointed Members in office.

12. Compensation. No compensation shall be paid to Board Members for services performed, or to any Members in any other capacity, unless a Resolution for remuneration is unanimously adopted by the Board before services are undertaken. Members may be reimbursed for expenses incurred in purchasing services, supplies or equipment, as approved by the Board.

13. Action Without Meeting. Any emergency actions taken at a meeting of the Board may occur without a physical gathering if approved and signed by all persons entitled to vote upon such action at a meeting, and filed with the designated officer.

14. Cancellations and Adjournments. The Members of the Management Board may elect to cancel or adjourn any meeting until such other time as may be prudent or necessary.

15. Indemnification. The indemnification of Management Board members and Unit Owners who assist with assigned responsibilities of the Association, shall be conducted in accordance with the 'indemnification' provisions of the Declaration.

16. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a statement of the business and financial condition of the Complex.

17. Conduct of Meetings: The Board shall conduct meetings by using, at a minimum, the following procedures:

- (a) -decisions that lawfully affect the management/allocation of resources or time shall be made by a motion of a non-chair Board member [if the Chair wishes to make a motion, he/she shall temporarily relinquish the chairmanship until after the issue is disposed],
- (b) -all approved motions shall be recorded in the minutes,
- (c) -all motions shall be approved by either a roll-call, or consent-vote of the Board,
- (d) -any person present may ask for a motion to be re-stated, or may request the Chair to clarify a procedural action by requesting point-of-order.

18. Dispute Resolution. The Management Board may, but is not obligated to, exercise jurisdiction over, or arbitrate the Resolution of a dispute between Unit Owners/Residents. When a person has a dispute or grievance against another, s/he shall first notify [verbally or in writing], the other party to seek a solution -before seeking Board assistance. If requested, the Board may issue a written Resolution regarding such matters, or it may determine that (a) mediation, (b)



arbitration, or (c) legal action shall be undertaken as conditions warrant. If the dispute is against the Board, the same steps shall be taken prior to seeking legal action.

19. Conflict of Interest: Board Members shall disclose conflicts of interest that could affect personal financial or other benefits which could result from a particular decision. Further, that Board Member may be asked to abstain from voting by the request of at least two persons.

## VII. OFFICERS:

1. Designation and Election. The Elected Officials of the Association shall comprise the Management Board. They shall elect each other to be President, First Vice President, and Second Vice President. Such an election shall regularly take place at the first meeting of the Management Board, which follows the annual meeting of the Association of Unit Owners. The Elected Officer positions shall be:

a- President: This Officer is the chief executive of the Management Board, and shall exercise general supervision over Property and affairs, sign on behalf of the Complex all contracts, conveyances and documents relating to its business, and perform all actions required by the Board, and preside at meetings of the Unit Owners and the Board.

b- First Vice President: This Officer becomes the Acting President and performs all such requisite duties whenever the President is absent or unable to act, and shall perform such other duties as prescribed by the Board.

c- Second Vice President: This Officer shall perform such duties as prescribed by the Board; and if the President or the First Vice President is unable to act, the Board may appoint the Second Vice President, or some other Member to act as the interim President.

Elections of officers shall be for a two-year period, and such elections shall be staggered so that one new officer is elected in one year and two new officers are elected in the following year to provide continuity and familiarity of Board membership.

2. Appointed Officials: The Board shall thereafter appoint such other non-elected Officers as needed to assist, advise, and perform duties prescribed by the Board. Such duties may include:

a- Treasurer: The Treasurer shall receive and deposit Dues, Assessments and other income, disburse funds authorized by the Board; sign checks, keep accurate accounts of all receipts of disbursements within Board financial records, and advise on financial matters as requested.

b- Secretary: - Shall take minutes of Board meetings and transcribe them for permanent files; review them with the Board, and perform other duties as assigned.

Board meeting attendees shall consist of elected and appointed officers. Discussion and issue

Resolution shall involve all attendees. On any critical matter impacting the HOA, in order for a vote to pass there must be a 2/3 majority vote in the affirmative of the elected officials.

3. Removal of Appointed Officers and Agents: All Appointed Officers and agents may be removed without cause at any time, by a majority vote of the Elected Officers of the Board.

4. Advisory Entities: The Board may organize and appoint members to serve in various advisory committee activity functions; including:

a- Architectural Review - Conduct a review of Unit Owner requests to add/change various Building features, and attend committee meetings as needed, or by invitation,

b- Landscaping/Beautification - Conduct a review of decor and beautification and oversee contracts for grounds maintenance and operations, monitor expenditures, and make timely reports on matters as requested by the Board.

5. Agreements, Contracts, Deeds, Etc.: Agreements, contracts, deeds, leases or other financial instruments of the Association, for expenditures or obligations, shall be executed by any two elected officers of the Board.

#### VIII. ACCOUNTING:

1. Financial Records and Accounts. Financial records/accounts shall be conducted/directed by the Treasurer, according to currently acceptable accounting standards/procedures.

2. Report. At the close of each accounting year, the financial records of the Management Board shall be reviewed by two or more persons approved by the Board. Reports of such reviews shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. However, a certified audit shall be prepared by a certified public accountant approved by the Unit Owners (not an Owner/Resident), if at least sixty percent (60%) of the undivided interest in the Common Areas and Facilities vote to do so. The Association shall make a financial statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit in the Complex, following the receipt of a written request. This shall be made available in a timely manner, and any costs shall be borne by the requesting party.

3. Inspection of Documents. All documents and records of the Association shall be available at the principal office of the Management Board and may be inspected by any Unit Owner, holders, insurers and guarantors of first mortgages that are secured by Units in the Complex, their agent or attorney, for any proper purpose, and may occur during reasonable business hours.

4. Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1st of each year and terminating on December 31st of the same year.

This fiscal year period may be changed by the Board, if it is in the best interests of the Association.

5. Fines and Charges: The Board shall maintain and make available to Unit Owners, a current year's schedule of fines and charges; including parking fines, late-payment charges, etc..

#### IX. FACILITIES:

The Management Board is authorized to adopt and establish, by motion, Rule, or Resolution, such regulatory measures as are necessary for the maintenance, operation, and management of the Complex. The Board may alter, amend, and repeal such regulatory measures, and Unit Owners shall be bound by such measures and be expected to use their best efforts to see that they are complied with by their lessees and persons over whom they have, or may exercise, such control or supervision. Such regulatory measures shall apply to, and be binding upon all Unit Owners and Residents of the Complex and their Guests.

#### X. AMENDMENT OF BYLAWS:

These By Laws may be amended either by (a) the affirmative consent of all currently serving Elected and Appointed members of the Board, or (b) by seventy-five (75%) of eligible Unit Owners petitioning the Board for approval by Association membership; whereby proposed amendments may be approved by consent of a majority of Unit Owners in accordance with procedures proscribed in Section V, Item-7 of these By Laws. No amendment shall become effective until presented to Unit Owners at the Annual Meeting, or at another previously scheduled special Unit Owner meeting.

#### XI. OPERATION AND MAINTENANCE:

The Board shall be responsible for the maintenance, control, operation and management of the Complex in accordance with the provisions of the Declaration, these By Laws and such Rules or Resolutions as the Board may adopt.

#### XII. NOTICE:

1. Manner of Notice. All notices, orders, demands, bills, statements or other communications provided for or required under these By Laws shall be in writing and shall be deemed to have been duly given if delivered personally, or if sent by U.S. Mail, first class postage prepaid; (a) if to an Owner, at the address of his/her Unit and at such other address as the Owner may have designated by notice in writing to the Designated officer, or (b) if to the Board, at the residence of the President or First Vice President of the Association, or (c) at such other address as shall be designated and delivered by notice in writing in accordance herewith.

2. Waiver of Notice. Whenever a notice is required under the provisions of statutes, the

Declaration, or under these By Laws, a written waiver signed by the person(s) entitled to such, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

### XIII. PROMULGATING RULES, RESOLUTIONS AND ORDERS:

The following process shall be used for the Promulgation of Rules, Orders or Resolutions:

(a) The Board may approve a Proposed Rule, Order or Resolution at any meeting held to conduct regular business. The full text shall be entered into the minutes.

(b) Following Board approval by roll-call vote, but before a proposed Rule or Resolution can become effective, it shall first be dated and distributed to all Unit Owners and Residents, along with a statement of its purpose.

(c) A proposed Order shall become effective either immediately following the meeting at which it is discussed and approved by roll-call vote, or on a specified date.

(d) A proposed Rule or Resolution can be approved by roll-call vote, and made effective immediately --IF the Board finds that an emergency exists that threatens public health, safety or welfare. Such a condition shall be defined in writing, and entered into the minutes. An Emergency measure shall remain effective for up to 180-days; after which it shall lapse. The Board may act to pass it, or a similar version, as a proposed measure using the process outlined in this Section.

(e) Upon distribution of a Rule or Resolution to Unit Owners/Residents, a fifteen (15) calendar day comment-period for the proposed measure shall occur; after which the Board shall consider all written comments and may make the Rule or Resolution effective if no changes are made. If, after considering comments, the Board decides to make a substantive change in the language of a proposed Rule or Resolution, it may re-issue the proposed text with such changes for another 15-calendar day comment period.

(f) If no substantive changes are made to the proposed Rule/Resolution, the Board may make it effective at the next regularly scheduled meeting, following the comment-period..

(g) Any Member may petition for a Change to a currently effective Rule, at any time, by submitting a Proposed Change to Rule/Resolution to the Board for consideration at its next scheduled meeting. The Board shall schedule the petition for discussion on the agenda, for possible action, or re-consideration, at a later time, as it sees fit. Such a proposed change shall, if approved by the Board, be sent out to all Members for a 15-day comment-period, and then may be considered and adopted as effective, in final form, by the Board at their next meeting.

(h) A copy of all effective Rules and Resolutions shall be kept as a set of Official-Measures by the Board, and shall be available upon request. Copies of new measures shall also be provided to

each Unit Owner or Resident within 60-days of becoming effective.

#### XIV. HEARING PROCEDURES:

The following decision process shall be used for handling Resident's requests and disputes:

1. Requests or Complaints from Members / Residents shall be submitted to the Board in writing for consideration at the next regularly scheduled Board meeting.

i) The Member/Resident shall present the issue at the next meeting, but if more time is needed than is available then, it may be postponed for up to thirty [30] days;

ii) Following the discussion, a decision shall be made upon a motion of a Board member [not Chair], followed by a roll-call or aye/nay-consent vote. The wording of the final motion, including language and the resulting vote, shall be recorded in the minutes.

2. Residents/Members alleged to be in violation of the Declaration, By Laws or Rules, on such matters as nuisances, late payments, etc., shall summarize their responses in writing and submit them to the Board President for review at the next regularly scheduled meeting.

i-) If the Board determines that additional information is needed, it may table the matter and postpone a decision for up to thirty [30] days.

ii) In making a decision, the Board shall, upon a motion, take either a roll-call or aye/nay consent vote, with the wording of the motion and the vote being recorded.

3. If the Member/Resident disagrees with the Board decision, it may be appealed.

4. The first step of appeal shall be to submit a written request for Reconsideration of the Decision by a three-member panel; to include one member of the Board and one member of the Association who is not a Board Officer, as selected by the person appealing, and a third Member of the Association that is agreed upon by both parties. They shall hear and vote on the matter in dispute by following the foregoing process.

5. If the matter is not resolved to the satisfaction of the Member/Resident, the next step of appeal shall be conducted by Mediation. If a solution is not agreed upon by the disputing party, s/he may either enter into (a) Non-Binding or (b) Binding Arbitration, with an outside licensed arbiter who shall review the matter according to standards of the arbitration profession, or, the Resident/Member may elect to (iii) seek a judgment in State District Court.

6. Costs of the dispute-resolution or litigation shall be borne by the non-prevailing party. However, if the judgment involves multiple issues, the hearing officer may award costs accordingly.

XV. COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS:

1. Records Access: All information obtained by the Management Board is the property of the Association. A Unit Owner may access a document(s) in accordance with Rules or Resolutions of the Board. Records may be obtained by Non-Owner/Residents by submitting a written request to the Board in accordance with Rules adopted by the Board.
2. Continuance of Rules: Each Rule currently effective as of the date of this Declaration, shall continue in force.
3. Conflict: These By Laws are subordinate and subject to all provisions of the Declaration and provisions of the Act. In the event of any conflict between these By Laws and the Declaration, the provisions of the Declaration shall control; and in the event of a conflict between the Declaration and the Act, the provisions of the Act shall control.
4. Severability. These By Laws are intended to comply with the requirements of the State of Utah. If any provision of these By Laws, or any section, sentence, clause phrase, or word, or the application thereof in any circumstance is held invalid by a court of competent jurisdiction, the validity of the remainder of these By Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
5. Waiver. No restriction, condition, obligation or provision of these By Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
6. Captions and Headings: The captions and headings contained in these By Laws are for convenience only and are not part of these By Laws and are not intended in any way to limit or enlarge their terms and provisions.
7. Construction. Whenever, in these By Laws, the context so requires, the singular number shall include the plural and converse; the use of any gender shall be deemed to include all genders; and the term 'shall' is mandatory and the term 'may' is permissive unless it is used with phraseology that intends a limitation, in usage such as in "... no person may act ..." whereby it then becomes mandatory.

XVI. EXECUTION:

These By Laws have been adopted and executed by COTTAGES ON THE GREEN, HOME OWNER'S ASSOCIATION:

On the 17<sup>th</sup> day of December, 2010.

Signed By: [Signature]  
President

Attested By: [Signature]  
First Vice President

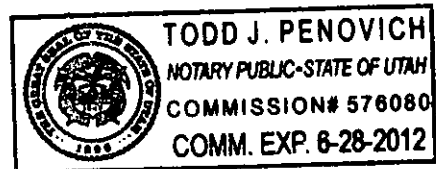
Attested By: [Signature]  
Second Vice President

STATE OF UTAH )  
                          )ss:  
COUNTY OF UTAH )

On the 17<sup>th</sup> day of December, personally appeared before me Richard Mathis, Heimo Heimuli, Sara May, who by me being duly sworn, did attest that they <sup>are officers</sup> ~~is the~~ President of the Home Owners Association of Cottages On The Green, and that the within and foregoing instrument was signed in behalf of said company by authority of a Resolution of its Members, and said <sup>officers</sup> ~~President~~ duly acknowledged to me that said Association has executed the same.

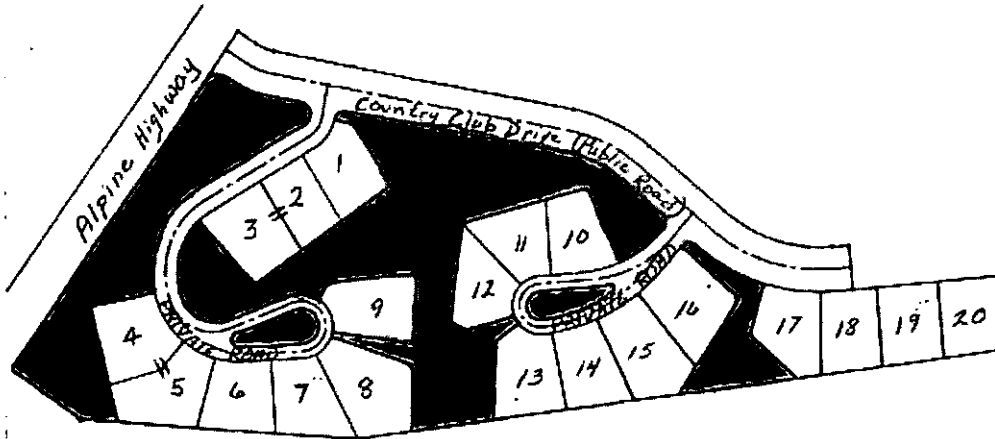
[Signature]  
NOTARY PUBLIC  
Residing at: oreon, UT

My Commission Expires: 6/28/12



ATTACHMENT B: MAP - Page 16

### Cottages on the Green HOA



Lots 2 & 3 combined in 2002 and re-platted

Lots 4 & 5 combined in 2000 and re-platted