

WHEN RECORDED RETURN TO:
IVORY DEVELOPMENT, LLC.
Christopher P. Gamvroulas
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 268-0700

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1/26/2016 4:59:00 PM \$372.00
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Gary W. Ott
Recorder, Salt Lake County, UT
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**BYLAWS
OF
BELLEVUE HOMEOWNERS ASSOCIATION**

**ARTICLE I
PREAMBLE**

Section 1.01 Effective Date. The initial Bylaws were drafted and adopted in 2010 but inadvertently not recorded. Accordingly, this version is updated to reflect recent legislative changes and will be effective the date of recordation.

**ARTICLE II
NAME AND LOCATION**

Section 2.01 Name and Location. The name of the association is Bellevue Homeowners Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

**ARTICLE III
DEFINITIONS**

Section 3.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE IV
MEETINGS OF MEMBERS OF THE ASSOCIATION**

Section 4.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by ¼ of the Lots.

Section 4.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice given in accordance with the provisions of the Revised Nonprofit Corporations Act) shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, text message, the Association website, or other electronic notice; provided, however an Owner may by making a written demand to the Association require written notice.

Section 4.04 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

Section 4.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

Section 4.06 Attendance at Meetings. Attendance at meetings may be in person, by proxy or by any electronic means allowed by statute.

**ARTICLE V
BOARD OF DIRECTORS AND TERM OF OFFICE**

Section 5.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected.

Section 5.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 5.03 Term of Office. Each Member on the Board of Directors shall serve a term of two (2) years; provided, however, at the initial meeting of the Association after the termination of the Period of Declarant's Control, two of the Directors shall be elected for two (2) year terms and one (1) for a one (1) year term. Thereafter all Directors shall be elected for a two (2) year term.

Section 5.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 5.05 Annual Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 5.06 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Members of the Board of Directors.

Section 5.07 Notice of Meetings. Written notice of a meeting of the Board of Directors, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be hand-delivered or sent by mail, e-mail, fax or other electronic medium or telecommunication.

Section 5.08 Voting. Each Member shall have one vote.

Section 5.09 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

Section 5.10 Attendance at Meetings. Provided it is not disallowed by applicable Utah law, a Director (or his Proxy) may attend a meeting in person or by other electronic means provided he is able to communicate with the group in real time.

Section 5.11 Electronic Communications. The Association and Board of Directors may hold meetings and make decisions in person, by proxy or by any electronic means allowed by statute.

Section 5.12 Managing Member. During the Period of Declarant's Control, the Board of Directors shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and is granted the right, power and authority to act unilaterally on its behalf, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

ARTICLE VI MEETINGS AND ACTION WITHOUT A MEETING

Section 6.01 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any

action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 6.02 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 6.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

Section 6.04 Online Voting. Secure online voting with proper software and administration is allowed unless prohibited by Utah law. The procedure may involve the creation of a ballot, notice, information and disclosure statement. It will likely include upload features. The site must be secure and that the matter properly administered. The Board must give notice that the system is established, that online voting is available, and spell out the procedure (e.g. the website name, each owner's unique user name, and so forth). In addition, each Owner must execute a written waiver saying he waives the right to receive an absentee ballot and/or proxy by hand-delivery or U.S. mail.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 7.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration.

Section 7.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Administer and manage the Project;
- b. Maintain the Common Area and Facilities;

- c. Obtain any and all utility services needed for the Common Area and Facilities;
- d. Allocate the Common Expenses among all Lots and Owners, and collect Assessments;
- e. Enforce the Project Documents; and
- f. Do each and every other thing reasonable and necessary to operate the Common Area and the Association properly.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 8.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 8.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.04 Special Appointments. The Board of Directors 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 of Directors may from time to time determine.

Section 8.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out; (c) sign all contracts; and (d) serve as the Delegate to the Master Association if required.

Section 8.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all

meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses; (e) serve as the Delegate to the Master Association if the President is unable to do so; and (f) perform such other duties as may be required by the Board of Directors.

ARTICLE IX COMMITTEES

Section 9.01 Committees. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

Section 10.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be 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 that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 10.02 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

Section 10.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 10.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

Section 10.05 Production of Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any Lot Owners at a convenient hour during the regular work week no later than the time allowed by statute after said Owner makes a written request to examine the records.

**ARTICLE XI
AMENDMENTS**

Section 11.01 Amendment to Bylaws. These Bylaws may only be (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control or (b) the affirmative vote of a majority of the members of the Board of Directors, or (c) a majority of the Owners. In the event of a conflict between the decision of the Owners and the Board, the former shall in all respects govern and control.

Section 11.02 Conflict. In the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the former shall in all respects govern and control.

Section 11.03 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

**ARTICLE XII
FISCAL YEAR**

Section 12.01 Miscellaneous. Unless otherwise determined by the Board of Directors, 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.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 11 day of January, 2016.

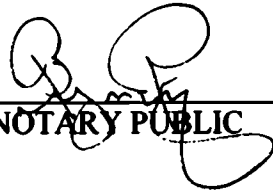
DECLARANT:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 11 day of January, 2016 by Christopher P. Gamvroulas, who is the President of Ivory Development, L.L.C, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that he executed the same pursuant to a Resolution of the Members of the Company and/or its Operating Agreement.



NOTARY PUBLIC

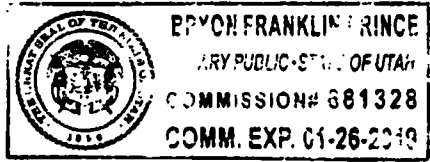


EXHIBIT "A"
LEGAL DESCRIPTION

The foregoing document affects the land located in Salt Lake County, Utah and described more particularly as follows:

All of BELLEVUE PHASE 1, a Planned Community, according to the official plat thereof recorded in Book 2004P at Page 56 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 2, a Planned Community, according to the official plat thereof recorded in Book 2005P at Page 81 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 3, a Planned Community, according to the official plat thereof recorded in Book 2005P at Page 375 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 4, a Planned Community, according to the official plat thereof recorded in Book 2006P at Page 133 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 5, a Planned Community, according to the official plat thereof recorded in Book 2007P at Page 188 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 6A, a Planned Community, according to the official plat thereof recorded in Book 2010P at Page 81 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 6B, a Planned Community, according to the official plat thereof recorded in Book 2011P at Page 42 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 7A, a Planned Community, according to the official plat thereof recorded in Book 2012P at Page 63 of the official records of Salt Lake County, State of Utah.

All of BELLEVUE PHASE 7B, a Planned Community, according to the official plat thereof recorded in Book 2013P at Page 49 of the official records of Salt Lake County, State of Utah.