

**Bylaws
of the
Evergreen East Homeowners Association (EEHOA)
Version 06-14-2017**

Bylaw Definitions/Applicability

1.1. Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws, and will comply with them.

Association

2.1 Composition

All the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, administration of Association affairs shall be performed by the Board on behalf of the Owners.

2.2 Annual Meeting

Annual Meetings shall be held once a year. The date, time, and place of the Annual Meeting shall be determined by the Board. The Association shall notify Owners of Annual Meetings at least 20 days in advance of the meeting. At the Annual Meeting the Association shall conduct the following business:

- 2.2.1** Roll Call and verification of quorum;
- 2.2.2** Approval of Minutes from preceding Annual Meeting;
- 2.2.3** Reports of Officers;
- 2.2.4** Special Committee reports;
- 2.2.5** Election of Directors
- 2.2.6** Unfinished business from preceding Annual Meeting; and
- 2.2.7** New business

2.3 Special Meetings

Special Meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a Special Meeting within 30 days of request. The notice of a Special Meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a Special Meeting at least 10 days in advance of the meeting. No business may be transacted at a Special Meeting except as stated in the notice.

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2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

2.5 Conduct of Meeting

The President shall preside over all meetings of the Association. The Secretary shall keep the Minutes of the meeting and take record of all resolutions adopted at the meeting. Meetings of the Board shall be open to Owners in accordance with the provisions of the Condominium Act. Participation in Board Meetings by Directors or Owners may be via electronic communication as defined by the Condominium Act.

2.6 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

2.7 Voting

Each Owner's vote is equal to their percentage ownership interest in the Common Areas. If a Unit is owned by more than one person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if they have paid assessments levied against their Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a Proxy Appointment Form. The Proxy Appointment Form may be submitted to the Association in person, by mail, or electronically. The Proxy Appointment Form must name a proxy, be dated, and signed by the Owner. Any Proxy Appointment Form that does not contain a proxy's name, date, and signature shall be void. A Proxy Appointment Form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent

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proxy appointment, notice of death or incapacity of the Owner, or the passage of eleven months.

Board of Directors

3.1 Number and Qualification of Directors

There shall be seven Directors. All Directors must be Owners who reside within the Project.

3.2 Selection and Term of Directors

Unless appointed by the Board under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Directors shall serve staggered terms of two years, with an even number of Directors being elected one year and an odd number of Directors being elected the next. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (i.e., after removal of the entire Board), the initial term of each member (one or two years) shall be decided by vote of the newly elected Directors at their organization meeting. There is no limit on the number of times a Director may serve.

3.3 Vacancies

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling this vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next Annual Meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15-day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove them. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows their assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

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3.5 Organization Meeting

The Directors shall hold a meeting following the Annual Meeting for the purpose of electing Officers. Notice of the Organization Meeting shall be given verbally at the Annual Meeting. The Organization Meeting shall be conducted within 14 days of the Annual Meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least six regular meetings per year.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take Minutes of the Board Meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action Without Meeting

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with the record of Minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in

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accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Condominium Act, the Board shall have the following authority:

- 3.12.1** Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2** Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3** Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4** Provide for the maintenance, repair, and replacement of the Common Areas;
- 3.12.5** Hire, contract for, and terminate personnel or contractors necessary for the maintenance, repair, and replacement of the Common Areas, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6** Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7** File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8** Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9** Paying costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10** Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Retain an independent auditor to audit the books;
- 3.12.11** To grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12** Upon approval of 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13** Create Committees;
- 3.12.14** Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;

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3.12.15 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and Officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaws Section 3.12.3, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work as a Director. However, they may seek reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

Officers

4.1 Election and Term of Officers

The Officers of the Association shall be elected by the Board. Officers shall serve one year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any Officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an Officer is removed, the Board shall replace them.

4.3 Offices

The Association Officers shall be President, Vice President, Secretary, and Treasurer. The Board may appoint Assistant Officers as it may deem necessary. Except for the President, the same person may hold two offices.

4.3.1 President

The President shall be the Chief Executive Officer. They shall preside at meetings of the Association and the Board. They shall be an unofficial member of all committees. They shall have general and active management of Association business. They shall see that all resolutions and policies of the Association are executed.

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4.3.2 Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President. If the President and Vice President are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The Secretary shall attend all meetings and take Minutes thereof. They shall also make record of all resolutions, rules, policies, and procedures. They shall give or cause to be given notice of all meetings. They shall compile or cause to be compiled a complete list of the Owners and their contact information.

4.3.4 Treasurer

The Treasurer shall oversee the finances of the Association. They shall be responsible to ensure that the Association has full and accurate records of income and expenses. They shall give financial reports at regular Board Meetings and the Annual Meeting.

4.4 Delegation of Duties

The Association Officers may delegate any of their duties to a manager or to committee. However, Officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

Notice

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners will be provided by electronic means, including but not limited to, text messages, e-mail, or the Association's website. Notices will be delivered to the last known contact information provided to the Association by an Owner. If an Owner desires to receive communication by any other method, a written request for the alternate method of notice must be submitted to the Board and must specify the alternate method.

5.1.2 By email or any other electronic means to the Association's official electronic contact as designated in writing to the Owners; or

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5.1.3 Notices sent via courier or mail shall be deemed received three days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Condominium Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

Finances

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contract deeds, leases, and other instruments used for expenditures or obligations over \$500.00 shall be executed by two Officers, or by one Officer and the manager. All instruments for expenditures or obligations less than \$500.00 may be executed by one Officer and any other person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Condominium Act and Nonprofit Act.

6.4 Audits

An independent review of the financial records shall be completed each year, with a full audit performed at a minimum of every 5 years.

Amendment to Bylaws

7.1 Amendments

These Bylaws may be amended either by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's office.

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Miscellaneous

8.1 Office

The principle office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Condominium Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its Board (Management Committee).

DATED: July 10, 2017

By: [Signature]

JEFFERY W HALL

By: Gail Christensen

Gail Christensen

By: David W. Walton

DAVID W. WALTON

By: Larry D. Macfarlane

Larry D. Macfarlane

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By: Jessanne Nelson

SUSANNE NELSON

By: Linda S. Winkelmann

LINDA S. WINKELMAN

By: John E. Miller

JOHN E. MILLER

**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 1 THROUGH 14 EVERGREEN EAST PHASE 1 P.U.D. SUBDIVISION AS SHOWN ON THE PLAT MAP RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcels Nos.: 38:175:0001 and all other parcels in Evergreen East Phase 1, P.U.D. Subdivision.

LOTS 1 THROUGH 15 EVERGREEN EAST PHASE 2 P.U.D. SUBDIVISION AS SHOWN ON THE PLAT MAP RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcels Nos: 38:200:0001 and all other parcels in Evergreen East Phase 2 P.U.D. Subdivision.

LOTS 1 THROUGH 15 EVERGREEN EAST PHASE 3 P.U.D. SUBDIVISION AS SHOWN ON THE PLAT MAP RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcels Nos: 38:225:0001 and all other parcels in Evergreen East Phase 3 P.U.D. Subdivision.

LOTS 29 THROUGH 42 EVERGREEN EAST PHASE 4 P.U.D. SUBDIVISION AS SHOWN ON THE PLAT MAP RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcels Nos: 38:273:0029 and all other parcels in Evergreen East Phase 4 P.U.D. Subdivision.

LOTS 1 THROUGH 11 EVERGREEN EAST PHASE 5 P.U.D. SUBDIVISION AS SHOWN ON THE PLAT MAP RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcels Nos: 38:273:0029 and all other parcels in Evergreen East Phase 5 P.U.D. Subdivision.