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2025 AMENDED AND RESTATED BYLAWS
OF
HEATHERWOOD VILLAGE HOME OWNERS ASSOCIATION, INC.

(A Planned Unit Development)

These 2025 Amended and Restated Bylaws of Heatherwood Village Home Owners Association, Inc. (these “Bylaws”) are adopted by the Heatherwood Village Home Owners Association, Inc. (the “Association”) and are effective as of the date they are recorded in the Office of the Salt Lake County Recorder.

RECITALS

A. The Amended and Restated Bylaws of Heatherwood Village Home Owners Association, Inc. were recorded in the Office of the Salt Lake County Recorder on September 22, 2023 as Entry Number 14155288 (the “Current Bylaws”).

B. These Bylaws affect the real property situated in Salt Lake County, Utah, described in Exhibit A (the “Project”) and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.

C. These Bylaws (along with and subject to any future amendments) shall be the sole bylaws for the Project and shall supersede and replace the Current Bylaws and any and all prior bylaws.

D. Pursuant to Section 10.1 of the Current Bylaws, the Board of Directors of the Association has approved and adopted these Bylaws. The signatures hereafter of the president and the treasurer of the Association certify and attest of such approval and adoption.

ARTICLE I - PLAN OF ADMINISTRATION

Section 1.1 Name and Location

These are the Amended and Restated Bylaws of Heatherwood Village Home Owners Association, Inc. The Association is a community of single-family Lots, and Owners thereof, that are subject to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Heatherwood Village, recorded in the Office of the Salt Lake County Recorder on May 4, 2016 as Entry Number 12272552 (the “Declaration”).

Section 1.2 Principal Office

The principal office of the Association shall be in a location as determined from time to time by the Board.

Section 1.3 Purposes

This Association is organized for the purpose of maintaining and administrating the Common Areas, collecting and disbursing the Assessments and charges provided for in the Governing Documents, and otherwise administrating, enforcing, and carrying out the terms, covenants, and restrictions of the Association's Governing Documents.

Section 1.4 Applicability of Bylaws

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 Lot constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws, as amended from time to time as provided herein, and will comply with them.

Section 1.5 Incorporation of the Association

1.5.1 The Association is incorporated under the Utah Revised Nonprofit Corporation Act (as amended from time to time, the “Nonprofit Act”).

1.5.2 These Bylaws shall be consistent with the Articles of Incorporation and the Declaration, and these Bylaws shall constitute the bylaws of the incorporated Association.

1.5.3 In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated Association of the same name. In that event, all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated Association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any such successor unincorporated Association shall be governed by the Articles of Incorporation and Bylaws of the incorporated Association as if they had been made to constitute the Governing Documents of the unincorporated Association. If an association shall be incorporated after any such dissolution, in order to replace the dissolved Association, the newly incorporated entity shall be the Association for purposes of these Bylaws, and all of the property, powers and obligations of the formerly incorporated Association, and any incorporated Association successor thereto, shall thereupon automatically vest in such new Association. To the greatest extent possible, any such new Association shall be governed by the Bylaws as if they had been made to constitute the Governing Documents of such new Association.

Section 1.6 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. The Board, on behalf of the Owners, shall administer the Association's affairs, except for matters specifically reserved for a vote of the Owners by the Governing Documents.

Section 1.7 Definitions

Capitalized terms used in the Bylaws and not defined herein shall have the same definitions as given them in the Declaration.

ARTICLE II -ASSOCIATION MEETINGS AND VOTING PROCEDURES

Section 2.1 Place of Meeting

The Association shall hold Owner meetings at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

Section 2.2 Conduct of Meetings

The president or vice president shall conduct all meetings of the Association. The secretary shall keep the minutes of each meeting and take record of all resolutions adopted at the meeting.

Section 2.3 Quorum

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

Section 2.4 Annual Association Meeting

A meeting of the Owners shall be held once per year. The Board shall determine the date, time, and place of the annual meeting. At the annual meeting, the Board shall conduct the following business:

- (a) Roll call and certification of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Approval of minutes of preceding meeting;
- (d) Election of Directors;
- (e) Election of president and vice president;
- (f) Reports of officers;
- (g) Reports of committees, if any;
- (h) Review of reserve study;
- (i) Unfinished business from preceding annual meeting;
- (j) New business; and
- (k) Adjournment

Section 2.5 Special Association Meetings

Special Association 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 thirty-three percent (33%) of the Owners in good standing. The Association shall schedule and send notice of a special meeting within thirty (30) days of the request. No business may be transacted at a special meeting except that stated in the notice.

Section 2.6 Notice of Meetings

Notice of each meeting of the Owners shall be given by either mailing a copy of such notice via first-class mail, or sending it by electronic communication means, at least fifteen (15) days in advance of the meeting. The notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. The notice shall be sent to each Owner entitled to vote thereat, using the Owner's last address provided to the Association or to the electronic communication address last provided to the Association.

Section 2.7 Voting

Each Lot for which the Owner(s) are in good standing shall have one vote. If a Lot is owned by more than one Owner and multiple Owners of that Lot are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners present. If a Lot is owned by more than one Owner and a single Owner thereof is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all of a Lot's Owners when a vote is cast for a Lot with multiple Owners.

Section 2.8 Good Standing

The Owner(s) of a Lot shall be in good standing if they have paid in full all Assessments levied against the Lot, including late fees, interest, fines, collection costs, and attorney fees, at least three (3) days prior to the meeting or action.

Section 2.9 Proxies

An Owner in good standing may vote in person or may act by proxy. An Owner may appoint a proxy by submitting to the Association a proxy appointment form signed by the Owner. 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 be signed by the Owner or the Owner's duly appointed attorney-in-fact, and may include a grant of general authority to act on any matter, or a specific or limited grant of authority. Any proxy appointment form that does not contain the proxy's name, the date, or the signature of the Owner granting the proxy shall be void. A proxy appointment form is valid for any meeting or action occurring after the Association's receipt thereof, and remains valid until revoked by (i) the Owner's attendance at a meeting, (ii) a signed and dated revocation delivered to the Association,

(iii) a subsequent proxy appointment form delivered to the Association, (iv) notice of death or incapacity of the Owner, or (v) the passage of eleven (11) months from the date of the proxy appointment form.

Section 2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in the Nonprofit Act. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

Section 2.11 Written Consent in Lieu of Vote

Except for the election of Directors, Owners have the right to take any action without a meeting which they could take at a meeting, by obtaining the written approval of Owners in accordance with the requirements of the Nonprofit Act, or any applicable section of the Community Association Act. Any action so approved shall have the same effect as though taken at a meeting of Owners. Written consents may be obtained via any electronic or physical means, including without limitation email, text or paper document.

Section 2.12 Binding Vote

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

Section 2.13 Record Date

The record date for determining which people are entitled to vote shall be the date the notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

ARTICLE III - BOARD OF DIRECTORS

Section 3.1 Number and Qualifications

The affairs of the Association shall be governed by a Board of Directors composed of five (5) Owners in good standing; provided, however, that the Board of Directors may temporarily act with fewer than five Directors in the event of the death, resignation, end of term or removal of a Director and no Owner has expressed willingness to serve as Director in place of the former Director.

Section 3.2 Selection and Term of Directors

3.2.1 Directors shall be elected at the annual meeting of Owners. Directors shall serve staggered terms of two years, with three Directors elected at the annual meeting of Owners held in odd years, and two Directors elected at the annual meeting of Owners held in even years. If the Directors' terms become non-staggered (e.g., after removal of an entire Board), the initial term (one (1) or two (2) years) of each new Director shall be decided by vote of the newly elected Directors. There is no limit on the number of terms a Director may serve.

3.2.2 Election to the Board of Directors shall be by written ballot. At each election, the Owners may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Owners receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.2.3 Each Director shall hold office until (i) the annual meeting of Owners at which his or her term expires, or (ii) his or her earlier resignation, death or removal.

Section 3.3 Registering as a Candidate

No nomination for election to the Board of Directors shall be required. Any Owner in good standing who desires to run for position as a Director may notify the Association of such interest at least one (1) calendar day prior the date scheduled for the annual meeting of Owners at which the vote will take place, and the Board shall include such Owners among the list of candidates at such annual meeting. If at any annual meeting there are not enough candidates standing for election to fill the number of Director positions to be voted on, any Owner present in person at the meeting may be a candidate for election.

Section 3.4 Nominating Committee

The Board may appoint a nominating committee, which shall consist of a chairman who is a Director and two (2) or more other Owners. The nominating committee, if appointed, shall assist in identifying Owners who are willing to run for the position of Director, and shall present to the Board the names of any Owners so identified, who will be included in the list of candidates at the annual meeting.

Section 3.5 Resignation

A Director may resign at any time by giving written notice to the Board.

Section 3.6 Removal of Directors

3.6.1 One or more Directors may be removed, with or without cause, by vote of a majority of a quorum of Owners at a special meeting of Owners called as set forth in this Section. Five or more Owners may submit to the Association a petition to remove one or more Directors, signed by such Owners, and the Board of Directors shall set a date for a special meeting of Owners to consider such removal, which date shall be within thirty (30) calendar days of receipt of such petition. The Association shall give the Owners at least fifteen (15) days' written notice of the place, date, time and purpose of the meeting. Each Director subject to such petition shall be given an opportunity to be heard at the meeting prior to the vote to remove him or her. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director, if one or more candidates for such replacement have been identified. The replacement will serve the remaining term of the removed Director.

3.6.2 In addition, the Association may remove a Director by consent of one third of the Owners. Such consents shall be in writing by any method that clearly manifests the intent of such Owners, whether by email, text or physical document. Only one Director may be removed under this Section 3.6.2 between any two annual meetings of Owners.

3.6.3 Any Director who allows his Assessments to become more than ninety (90) days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director ten (10) days' written notice to cure the default prior to voting to remove the Director.

3.6.4 Any Director who is absent from three (3) consecutive regular meetings of the Board may be removed and replaced by vote of a majority of the Board.

Section 3.7 Vacancies

Any vacancy that arises before the next annual meeting of Directors shall be filled until the end of the vacating Director's term by the Owner, if any, who (i) ran but was not elected, (ii) received the second greatest number of votes in the most recent election, (iii) received at least one fourth of the votes cast at such annual meeting, and (iv) informs the Board that they are still willing to serve in the role. Any other vacancies on the Board caused by any reason and not filled as provided above may be filled for the balance of the term of the vacating Director by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; provided, however, any Director who has resigned or been removed by the Board or by the Association but wishes to serve on the Board again may do so only if (i) elected at a subsequent annual meeting of Owners, or (ii) appointed to fill a vacancy not otherwise filled as provided in these Bylaws, by unanimous vote or consent of the Directors.

Section 3.8 Compensation

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

ARTICLE IV - MEETINGS OF DIRECTORS

Section 4.1 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 four (4) regular meetings per year, including an organizational meeting conducted promptly after each annual meeting of Owners, but in any event within seven (7) days of such annual meeting. Notice of regular meetings shall be given to each Director at least five (5) days prior to the meeting; provided however that notice of the organizational meeting may be given verbally at the annual meeting of Owners.

Section 4.2 Special Meetings

Any Director may call a special meeting of the Board. Notice shall be given at least three (3) days prior to the meeting. Notice shall state the date, time, place, and purpose of the meeting.

Section 4.3 Conduct of Meetings

The president or vice president shall conduct all meetings of the Board. The secretary shall take minutes of the Board meetings and shall make record of all resolutions.

Section 4.4 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.

Section 4.5 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted; provided, however, that a Director's attendance at a meeting will not be deemed waiver of notice if the Director attends solely to dispute notice.

Section 4.6 Action without a Meeting

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action or as otherwise provided under the Nonprofit Act. Written consent may be given in person, by mail, or electronically. The Association shall file all written consents with its record of minutes.

Section 4.7 Open Meetings

Except as provided in Section 4.8 of this Article, all meetings of the Board shall be open to Owners. At each meeting, the Board shall provide each Owner a reasonable opportunity to offer comments. The Board may limit the comments of Owners to one specific time period of the meeting. However, no Owner shall have a right to participate in the Board meeting, unless the Owner is also a Director. The presiding officer shall have the authority to exclude any Owner who disrupts, or interrupts, the proceedings at a Board meeting.

Section 4.8 Executive Sessions

4.8.1 The Board may close a meeting for an executive session to:

- (a) consult with an attorney for the purpose of obtaining legal advice,
- (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings,
- (c) discuss a personnel matter,
- (d) discuss a matter relating to contract negotiations, including review of a bid or proposal,
- (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy, or
- (e) discuss a delinquent assessment or fine.

Meetings in executive session may be conducted by telephonic or other method of communication that allows all Directors participating in the meeting to hear each other simultaneously or otherwise be able to communicate during the meeting.

4.8.2 Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to the Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

Section 4.9 Notice to Owners of Board Meetings

At least forty-eight (48) hours before a meeting, the Association shall give written notice of the meeting via email to each Owner who requests notice of a meeting, UNLESS (i) notice of the meeting is included in a meeting schedule that was previously provided to the Owner, or (ii) the meeting is to address an emergency and each Director receives notice of the meeting less than forty-eight (48) hours before the meeting.

ARTICLE V - POWERS, RIGHTS, AND DUTIES OF THE BOARD

Section 5.1 General 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 accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Section 5.2 Specific Powers

In addition to the powers granted by the Declaration, resolutions of the Association, or the Nonprofit Act or other applicable law, the Board shall have the following powers:

- (a) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights of any Owner and right of any Owner to use of any recreational facilities located on any Common Area (i) during any period in which such Owner shall be in default in the payment of any Assessment levied by the Association, or (ii) after notice and hearing, for a period not to exceed sixty (60) days for infraction of any provisions of the Declaration, these Bylaws or the published rules and regulations of the Association.
- (c) Engage independent contractors, or such other individuals, entities or employees, as they deem necessary or advisable, and to prescribe their duties.
- (d) Perform any act allowed by the Governing Documents, the Community Association Act or the Nonprofit Act.

Section 5.3 Specific Duties

In addition to duties imposed by the Declaration, these Bylaws, the resolutions of the Association, the Nonprofit Act or other applicable law, the Board of Directors shall have the duty to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting or any special meeting of the Owners, when such a statement is requested in writing by twenty-five percent (25%) of the Owners who are entitled to vote;
- (b) Supervise all officers, independent contractors and agents;
- (c) Prepare and adopt the amount of the regular Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period, and send notice of a new regular Assessment amount to every Owner at least thirty (30) days in advance of each annual Assessment period; provided that if the Board does not adopt a new regular Assessment, the amount of the last adopted regular Assessment will remain in effect until a new notice is sent;
- (d) Procure and maintain adequate liability and hazard insurance on property owned by the Association or maintained by the Association, if required by the Declaration or any supplemental declaration annexing additional property to the Property;

- (e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (f) Cause to be maintained the Common Area, any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas, and any other property required to be maintained by the Declaration or any supplemental declaration annexing Additional property to the Project;
- (g) Establish and maintain the financial accounts of the Association;
- (h) Prepare and adopt a budget for payment of all Common Expenses of the Association, and institute and maintain a system for payment, which shall require a sufficient number of signatories or approvals thereon as may be reasonably necessary to prevent any misuse of the Association's funds;
- (i) Prepare and distribute annual financial statements for the Association at each annual meeting of Owners, and to each Owner upon request;
- (j) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration;
- (k) File the annual report with the Utah Secretary of State, Department of Corporations and Commercial Code;
- (l) Prepare or cause to be prepared and filed any required income tax returns or forms;
- (m) In the Boards' discretion, appoint (i) a Landscape and Architectural Review Committee, as provided in the Declaration, (ii) a nominating committee, as provided in these Bylaws, and (iii) such other committees as deemed appropriate in carrying out its purposes;
- (n) Hire, contract for, and terminate personnel or contractors necessary for the administration of Association;
- (o) Purchase supplies, equipment and materials for use by the Association;
- (p) File lawsuits or initiate other legal proceedings on behalf of the Association;
- (q) Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- (r) Pay costs of any services rendered to the Property, the Association, or multiple Owners, but not billed to the Owners individually;
- (s) Keep books with detailed accounts of the receipts and expenditures of the Association, in accordance with generally accepting accounting practices, make the books available to the Owners as required by the Community Association Act and Nonprofit Act, and upon resolution by the Board, retain an independent auditor to audit such books;

- (t) Perform any other act required by the Governing Documents, the Community Association Act, or the Nonprofit Act; and
- (u) Perform any act required to be done in the name of the Association.

Section 5.4 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.

ARTICLE VI - OFFICERS

Section 6.1 Designation and Qualifications

6.1.1 The principal officers of the Association shall be a president, a vice president, a treasurer, and a secretary.

6.1.2 The president, the vice president and the treasurer shall be Directors; provided that if no Director is willing to act as treasurer, the Board may appoint as treasurer a person who is not a Director. The Board may appoint and/or dismiss assistant officers and secretaries who are not Directors as it deems necessary.

6.1.3 Except for the president, the same person may hold two offices.

Section 6.2 Election and Term of Officers

6.2.1 At each annual meeting of Owners, the Owners shall directly elect a president and a vice president. If only one Director runs for a particular position, he or she assumes such position by default, and no election for the position occurs. If multiple Directors vie for a position, the contestant who receives the greatest number of votes in his or her favor assumes the open position. Each Lot is entitled to one vote for each of the president and vice president. Cumulative voting is not permitted. Voting may occur by in-person ballot or by proxy. The Board shall appoint the treasurer and the secretary, provided that the secretary may not serve as a Director or otherwise carry voting power on the Board.

6.2.2 The Association may remove an officer from his or her officer position by consent of one third of the Owners. Such consent(s) shall be in writing by any method that clearly manifests the intent of such Owners, whether by email, text or physical document.

6.2.3 In the event that the president resigns, dies or becomes incapacitated, or is removed before the end of his or her term, the Director currently serving as vice president shall serve as interim president until the next annual meeting of Owners. Any other vacancy that arises before the next annual meeting of Owners shall be filled until the end of the vacating officer's term by resolution of the Board.

6.2.4 Any officer who has been removed from such position may serve in such office only if elected to such position at the next regularly scheduled election of directors. Any officer who has resigned but wishes to serve in such officer position again may do so only if elected to such position at the next regularly scheduled election or if the Board reinstates such officer by unanimous written consent.

Section 6.3 Duties of Officers

6.3.1 *President.* The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall see that the resolutions and policies of the Association are executed. The president shall be an unofficial member of all committees. The president enjoys no additional rights, powers, or privileges than the other Directors, except as explicitly enumerated in the Bylaws. The Board is a majoritarian institution: the majority of the Board, not the president, must make all significant decisions. Therefore, the majority may overrule the president on any decision.

6.3.2 *Vice president.* The vice president shall act in the place and stead of the president in the event of the president's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. If both the president and vice president are unable to act, the Board shall appoint a Director to fulfill their duties on an interim basis.

6.3.3 *Treasurer.* The treasurer shall oversee the finances of the Association and be responsible to ensure that the Association has full and accurate records of income and expenses. The treasurer shall give financial reports at the regular Board meetings and at the annual meeting of Owners.

6.3.4 *Secretary.* The secretary shall take minutes of all meetings, and make a record of all resolutions, rules, policies, and procedures approved by the Board.

Section 6.4 Delegation of Duties

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

Section 6.5 Directors' Duty of Independence

Directors have a duty to exercise independent judgment in all their decisions and actions representing the Association, including without limitation the exercise of judgment that is independent of the president's judgment. Owners are encouraged to evaluate candidates for Board decisions on their commitment to independence. Every Owner has the right during the annual meeting of Owners to ask the secretary, the Board or the Association's manager to publicly comment on the extent to which a Director running for re-election has ever disagreed with the president, refined the Board's views, or otherwise expressed independent opinions.

ARTICLE VII – INDEMNIFICATION

Section 7.1 Indemnification

No Director, officer, or committee member shall be personally liable for any obligations of the Association, or for any duties or obligations arising out of any acts or conduct of such Director, officer, or committee member performed for or on behalf of the Association, except in the case of such person's willful misconduct or criminal conduct. In addition to any indemnification provisions and requirements set forth in the Declaration, the Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, or committee member of the Association, 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, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him or her as such Director, officer, or committee member, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended with respect to any expense or liability incurred in connection with any claim or action arising out of such person's willful misconduct or criminal conduct. 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. The Association, its Directors, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

Section 7.2 Other Indemnification

The indemnification provided herein shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled under the Community Association Act or the Nonprofit Act, or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Directors, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

Section 7.3 Assessments

Nothing in this Article VII shall require the Association to impose any assessment or special assessment with respect to the Owners to fund the any obligation to indemnify any Director, officer or committee member.

Section 7.3 Insurance

The Association shall purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Director, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Director, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

Section 7.4 Settlement by the Association

The right of any person to be indemnified shall be subject always to the right of the Association through the Board, 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 VIII - NOTICE

Section 8.1 Manner of Notice

The preferred manner for all Association-related correspondence to Owners, including but not limited to communications required under the Governing Documents, will be via e-mail to an Owner's e-mail

address as designated by the Owner. If an Owner wishes to receive Association-related correspondence via first-class mail, they must make a written request to the Association. The Association may also send notice via the following methods: hand delivery to an Owner, or delivery by professional courier service to the address of the Lot or to any other address designated by the Owner or by First-class U.S. mail. If any Lot is owned by multiple Owners, notice delivered to or received by any of such Owners shall be deemed to be notice to all of such Owners.

Section 8.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association 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. If any Lot is owned by multiple Owners, waiver of notice by any of such Owners shall be deemed to be waiver of notice by all of such Owners.

ARTICLE IX - FINANCES

Section 9.1 Fiscal Year

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

Section 9.2 Checks, Contracts and Agreements

9.2.1 Although the Association may delegate certain responsibilities to its manager, as indicated in Section 6.4, officers of the Association are responsible to oversee and ensure that the duties so delegated are being properly discharged including approval of expenditures by check or obligations incurred by contract or agreement.

9.2.2 The Association manager may execute all checks, and other instruments, used to pay obligations incurred. The treasurer shall approve by e-mail all expenditures up to three thousand dollars (\$3,000.00) before mailing. All checks above three thousand dollars (\$3,000.00) shall be approved by the president and the treasurer before mailing.

Section 9.3 Availability of Records

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

ARTICLE X -AMENDMENT TO BYLAWS

Section 10.1 Amendments

These Bylaws may be amended 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.

Section 10.2 Recording

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

ARTICLE XI - MISCELLANEOUS

Section 11.1 Conflicts

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

Section 11.2 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.

Section 11.3 Waiver

No restriction, condition, obligation, or provision contained in these Bylaws, or rules and regulations adopted pursuant hereto, shall be deemed to have been abrogated or waived by the Association by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur, and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

Section 11.4 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.

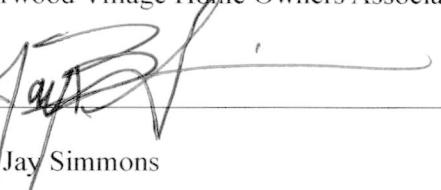
Section 11.5 Gender, etc.

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 duly authorized officers.

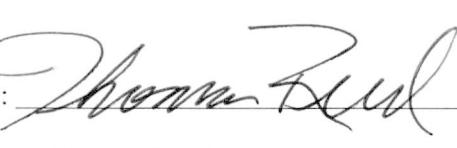
DATED: May 13, 2025

Heatherwood Village Home Owners Association, Inc.

By: 

Name: Jay Simmons

Title: President

By: 

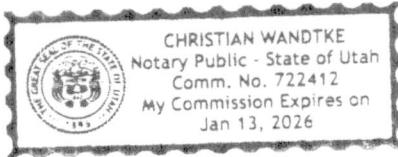
Name: Thomas Reed

Title: Treasurer

STATE OF UTAH

COUNTY OF SALT LAKE

On this 13th of May, 2025, personally appeared before me Jay Simmons and Thomas Reed who, being by me duly sworn, did say that they are the President and Treasurer of the Heatherwood Village Home Owners Association, Inc. (the "Association") and were authorized to execute the foregoing 2025 Amended and Restated Bylaws, and did certify that the Board of Directors of the Association approved and adopted such Bylaws by appropriate corporate action.



A handwritten signature of Christian Wandtke in black ink.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

All of the Heatherwood Village P.U.D. Subdivision Plat as shown in the Office of the Salt Lake County Recorder, including Lots 1-63 and Common Area.

Parcel Numbers: 27:22:206:016:0000 through 27:22:206:055:0000
27:22:206:056:0000 (Common Area)
27:22:253:001:0000 through 27:22:253:023:0000

(64 Total Parcels)