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GORDON LAW GROUP, P.C.
322 East Gateway Dr., Suite 201
Heber City, UT 84032

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BYLAWS

OF

DEER HAVEN CONDOMINIUM OWNERS ASSOCIATION

ARTICLE 1 - DEFINITIONS

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2 – NOTICE, ELECTRONIC MEANS, HOA REGISTRY

2.1 Notices.

2.1.1 Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

2.1.2 Owners. Unless stated otherwise herein, notice shall be provided not less than forty-eight (48) hours prior to the dated fixed for any meeting of the Association.

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the Owner, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by regular U.S. mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring Owners to furnish the Association with a current email address so long as such email addresses are not deemed a record of the Association and shall only be used by the Board or the President, if any, for Association business.

(b) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Unit. Neither the Board nor its Agent(s) shall be responsible for locating the Owner if their mailing address has changed. Owners shall notify the Association of all such changes.

(c) If a Unit is jointly owned or the Unit has been sold under a land sale contract, notice shall be sent to a single address (physical or electronic), of which the secretary or President has been notified in writing by such parties. If no address has been given to the secretary or President in writing, then mailing to the Unit shall be sufficient.

2.1.3 Notice shall be delivered to the Unit Owners not less than forty-eight (48) hours prior to the date fixed for said meeting. At or prior to an Annual Meeting, the Board shall furnish to the Unit Owners: (1) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each Unit Owner; and (2) a statement of the common expenses and disbursements for the previous and current fiscal year, together with the allocation thereof to each Unit Owner.

2.2 Conducting Affairs, Electronic Means. Any notice, transaction or action involving the business or affairs of the Association or the Board (whether or not expressly stated in any Articles or Sections of the Declaration or Bylaws), including but not limited to voting and providing notice or records, may be conducted by electronic means.

The Association may accept an electronic vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Owner if the Association, through the Board, does so in good faith and has no reason to believe it is not the act of the Owner. Any such document or writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

2.3 Utah HOA Registry. The Association shall register with the Utah Department of Commerce in the manner established by the department and in compliance with the Act (the "Homeowner Associations Registry." The Association shall update such information with the Registry within 90 days after a change in any of the information.

ARTICLE 3 – ASSOCIATION MEETINGS, VOTING, QUORUM

3.1 Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and place within the state of Utah as is designated in the notice of such meeting, as determined by the Board.

3.2 Special Meetings. The Association, by and through the Board, shall notice, hold, and conduct a special meeting of its members (1) on call of the President, or (2) by Owners representing more than fifty percent (50%) of the Undivided Interests of the Owners, or (3) the Board Members.

3.3 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the secretary or person authorized to call the meeting, in a fair and reasonable manner, unless oral notice is reasonable under the circumstances, at least forty-eight (48) hours before the time fixed for the meeting. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting.

3.4 Voting. Each Unit shall be allocated such vote in the affairs of the Association equal to the Undivided Interest appertaining to such Unit as set forth in **EXHIBIT B** attached hereto. When a Quorum is present at any meeting, the vote of the Unit Owners representing more than fifty percent (50%) of the Undivided Interest present either in person, by proxy or written ballot, shall decide any question of business brought before such meeting, including the election of the Board, or unless otherwise provided in the Declaration or these Bylaws.

3.5 Proxies, Absentee Ballots and Rights of Mortgagees.

3.5.1 Proxies. A vote may be cast in person, by proxy, or written ballot. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by the Board by resolution or as stated in the notice of the meeting. A proxy shall be valid for, and only for, the meeting (and any adjournment of the meeting) for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Unit. Proxies may be turned in to a Board member or Agent up to the beginning of the voting portion of a meeting.

3.5.2 Absentee Ballots. A vote may be cast by absentee ballot.

3.6 Quorum.

3.6.1 "Quorum" means the Owners holding the minimum number of Percentage of Undivided Interests (when duly represented in person, by proxy or by written ballot at a meeting or casting a written ballot in an action by written ballot or consenting to an action without a meeting) necessary to make the proceedings valid.

3.6.2 At any meeting of the Association, or any action taken without a meeting, the Owners representing more than fifty percent (50%) of Undivided Interest in the Common Areas shall constitute a quorum represented in person, by proxy, or by written ballot (except when a higher quorum is required by the Governing Documents).

3.6.3 If any meeting of Owners cannot be organized because of a lack of quorum, the meeting shall be adjourned for no less than fifteen (15) minutes at which time the meeting shall reconvene and any number of the Owners who are present, represented in person, by proxy, or by written ballot, or any other means permitted under these Bylaws, shall constitute a quorum at such reconvened meeting.

3.6.4 When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

3.6.5 Members present by at any meeting of the Association through any electronic means such as video conference, conference telephone call, shall be counted towards a quorum so long as the Association can verify that the remote caller is the voting Owner(s).

3.7 Binding Vote. Action on a matter is approved and shall be binding upon all Owners for all purposes if a quorum is established and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by the Governing Documents.

3.8 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the President shall conduct meetings according to the procedure he or she deems fit and shall have absolute authority to fix the period of time allowed for the registration of Owners and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal or question and answer portions thereof). Only matters expressly stated on the noticed agenda of a members' meeting may be voted on at the meeting. If Owners make a motion from the floor for an issue not stated in the formal notice of the meeting, it may be discussed but no binding action may be taken until the issue is included in the notice of a future meeting. A decision of the Association may not be challenged on the basis that appropriate rules of order were not used. All informalities or irregularities in calls or notices of meetings and in the manner of voting, credentials, and methods of ascertaining those present shall be deemed waived by those present if no objection is made at the meeting.

3.9 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the Association causes to be delivered a

written ballot to every Member entitled to vote on the matter not less than fourteen (14) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds 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. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of Members and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.10 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by Members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty-day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to affect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

3.11 Fiduciaries and Joint Owners. An executor, administrator, guardian, or trustee may vote in person, by proxy or written ballot, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

ARTICLE 4 - BOARD MEMBERS – SELECTION, ELECTION, TERM OF OFFICE

4.1 Number, Term and Qualifications.

4.1.1 The affairs of the Association shall be governed by a Board composed of not less than three (3) and not more than five (5) members. The Owners may increase or decrease the number of Board members at any Association annual meeting if such increase or decrease is placed on the notice and agenda of such meeting.

4.1.2 Members of the Board shall serve for a term of two (2) years.

4.1.3 A Board member must be an Owner or the spouse of an Owner of a Unit, except that a husband and wife may not serve on the Board at the same time. A representative of an entity which owns a Unit, and only one such representative, may serve on the Board, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve on the Board if the corporation, LLC, partnership, trust or estate owns a Unit.

4.2 Nomination. Nomination for election to the Board shall be made in the manner determined by the Board, which may include a nominating committee. If a nominating committee is used, the committee must submit its names of candidates in time to be included with the first formal notice of meeting sent to the Owners. Regardless, at any meeting at which Committee elections are to take place, nominations from the floor shall occur and may nominate him or herself.

4.3 Election. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting in an election shall be by written ballot. If a Quorum is established, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.4 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term by vote of a majority of the remaining Board members even though they may constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve. The Board shall fill such a vacancy within the time period that the Board reasonably determines.

4.5 Removal of Board members.

4.5.1 At any annual or special meeting, any one or more of the Board members may be removed, with or without cause, by a majority of the total Undivided Interest of the Owners. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Board member whose removal has been proposed by the Owners may be given an opportunity to be heard at the meeting.

4.5.2 A Board member who is delinquent in the payment of an Assessment for longer than three months, is absent from three consecutive regular Board meetings, or is absent from more than 25% of the regular Board meetings held in any 12-month period, may be deemed to have tendered his or her resignation, and upon acceptance by the Board his or her position shall be deemed vacant. The vacancy shall be filled as provided in Section 4.4 above.

4.5.3 Any one or more Board members may be removed, with or without cause, by a majority of the Board at any regular meeting of the Board and the Board may establish a code of conduct or standards by which such decisions are made.

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

ARTICLE 5 - MEETINGS OF BOARD

5.1 Organizational Meeting.

5.1.1 Location, Date and Time. The first meeting of a newly-elected Board shall be held at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected and no notice shall be necessary to Owners or to the newly elected Board members in order to legally hold the meeting providing a majority of the elected Board members are present.

5.1.2 Until the election of new officers, those existing officers that continue to serve on the Board shall remain in their positions, and the organizational meeting shall be chaired by the president, or in the absence of such person, the vice president, or in the absence of such person, the secretary. At the

organizational meeting, the Board shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 Regular Meetings. Regular meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Notice of Committee meetings to the Members shall be as provided for in the Act and these Bylaws, however, Committee members waive notice of Board meetings by attending. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board with notice to all members of the Board.

5.3 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Board members, after not less than three (3) days' notice to each Board member by mail, electronic mail, telephone, or facsimile, unless waived pursuant to 5.7 below. The notice must state the time, place, and purpose of the meeting.

5.4 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board: (a) Meetings of the Board shall be conducted by the President; (b) A decision of the Board may not be challenged because the appropriate rules of order were not used; (c) A decision of the Board is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

5.5 Open Meetings: Executive Sessions.

5.5.1 Open Meetings. Except as provided in subsection 5.5.3 and Section 5.7, 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 to one specific time period during the meeting. Beyond such comment period, no Owner shall have a right to participate in the Board meeting unless the Owner is also a member of the Board. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting. The Board may adopt policies governing meetings of the Board from time to time, including policies to reflect current Utah law (which Utah law may change more frequently than these Bylaws). If such Utah law supersedes any provision of these Bylaws, the policy adopted by the Board shall also supersede these Bylaws to the extent the policy restates then current Utah law. "Meeting" means a gathering of the Board, whether in person, by proxy or by means of electronic communication in real time under Section 5.6, at which the Board can take binding action.

5.5.2 Notice of Board Meeting. At least 48 hours before a Board meeting, the Association shall give written notice of the meeting via email to each Owner who requests notice of a Board meeting ("Meeting Notice"), unless notice of the meeting is included in a meeting schedule that was previously provided to the Owner, or the meeting is to address an emergency, and each Board member receives notice

of the meeting less than 48 hours before the meeting. A Meeting Notice shall: (i) be delivered to the Owner by email, to the email address that the Owner provides to the Association; (ii) state the time and date of the meeting; (iii) state the location of the meeting; and (iv) if a Board member may participate by means of electronic communication under Section 5.6 below, provide the information necessary to allow the Owner to participate by the available means of electronic communication.

5.5.3 Executive Sessions. Consistent with Utah Code, Title 57, Section 8, Chapter 57, in the discretion of the Board, the Board may close a Board meeting and adjourn to executive session as provide 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 (f) discuss a delinquent assessment or fine.

5.5.4 Executive Session Procedure. Except in the case of an emergency, the Board 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 owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

5.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by means of electronic communication that allows all members of the Board participating to be able to communicate orally in real time. Emergency Committee meetings under this section do not require notice to Members but any decision shall be contained in the minutes. If Board meetings are held by telephonic or electronic communication, then a method by which Owners can participate and listen in real time must be provided.

5.7 Action Taken by Board without a Meeting.

5.7.1 Notice, Response. Notwithstanding any section to the contrary, and consistent with the Utah Revised Nonprofit Corporations Act, the Board shall have the right to take any action in the absence of a meeting which they could take at a meeting if notice is transmitted in writing to each member of the Board and each member of the Board, by the time stated in the notice:

(7.1.a) (1) signs a writing for such action; or (2) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and

(7.1.b) fails to demand in writing that action not be taken without a meeting.

5.7.2 Content of Notice. The notice required by Subsection 5.7.1 (the "Notice") shall state:

(7.2.a) the action to be taken;

(7.2.b) the time by which a Board member must respond to the notice;

(7.2.c) that failure to respond by the time stated in the notice will have the same effect as: (1) abstaining in writing by the time stated in the notice; and (2) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and

(7.2.d) any other matters the Association determines to include.

5.7.3 Approval of Action/Decision. Action is taken under this Section 5.7 only if, at the end of the time stated in the Notice:

(7.3.a) the affirmative votes in writing for the action received by the Association equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Board members then in office were present and voted; and

(7.3.b) the Association has not received a written demand by a Board member that the action not be taken without a meeting (other than a demand that has been revoked pursuant to Subsection 5.7.5).

5.7.4 Waiver of Meeting. A Board member's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Board member in writing by the time stated in the Notice.

5.7.5 Revocation. A Board member who in writing has voted, abstained, or demanded action not be taken without a meeting may, in writing, revoke the vote, abstention, or demand at any time before the time stated in the Notice.

5.7.6 Electronic Transmission. A communication under this Article may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this Article if the electronic transmission is delivered with information from which the Association can determine that the electronic transmission is transmitted by the person (e.g., from a sender's known email account), and the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 5.7, communications to the Association are not effective until received.

5.8 Waiver of Notice. Any Board member may, at any time, waive notice of any meeting of the Board in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Management Committee member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the Board, no notice to Board members shall be required and any business may be transacted at the meeting.

5.9 Quorum and Acts. At all meetings of the Board, a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Proxies at Board Meetings. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board member may be considered to be present at a meeting and to vote if the Board member has granted a signed written proxy: (i) to another Board member, or other person, who is present at the meeting; and (ii) authorizing the other Board member or person to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy (a directed proxy).

ARTICLE 6 - POWERS, RIGHTS, AND DUTIES OF THE BOARD

6.1 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or the Governing Documents specifically directed to be exercised and done by, or upon the vote of, the Owners.

6.2 Best Interest of Association and Reliance on Information. A Board member or officer shall discharge the Board member or officer's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the Board member or officer reasonably believes to be in the best interests of the Association. The Board members shall, at all times, keep themselves reasonably informed and take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

In discharging duties, a Board member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the Board member or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Board member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board member, a sub-committee of the Association or Board of which the Board member is not a member if the Board member reasonably believes the sub-committee merits confidence.

6.3 Conflicts of Interest.

6.3.1 A conflict of interest or conflicting interest transaction includes a contract, transaction, or other financial relationship between the Association and (1) a Board member, (2) a party related to a Board member, or (3) an entity in which a Board member is a director or officer or has a financial interest.

6.3.2 A Board member shall avoid conflicts of interest or conflicting interest transactions, unless: (1) the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board, (2) the Board in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Board members (even if the disinterested Board members are less than a quorum), and (3) the conflicting interest transaction is fair as to the Association.

ARTICLE 7 - OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

7.1.1 Designation. The principal officers of the Association shall be a president, a vice-president, and a secretary/treasurer. The Board may designate the office of assistant treasurer and assistant secretary and the Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.1.2 Qualifications. The principal officers must be Board members (and shall cease to be an officer upon ceasing to be on the Board). Any Board member may be an officer of the Association.

7.1.3 Multiple Offices. A person may simultaneously hold more than one office.

7.1.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.2 Election and Vacancies. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term.

7.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

7.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a vote of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

7.6 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board, to the extent not inconsistent with these Bylaws or the Declaration. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association in accordance with the amendment provisions of the Declaration. The general duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice- President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary/Treasurer. The secretary/treasurer shall prepare and maintain the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books, papers and records as the Board may direct, shall have the responsibility for preparation and maintenance other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act; and for authenticating records of the nonprofit corporation. The secretary/treasurer shall also have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The secretary/treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board, and in general, shall perform all of the duties incident to the office of secretary or treasurer, if not designated to a managing agent.

ARTICLE 8 - INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Members of the Board, the officers and any agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

When an officer, agent or employee of the Association or member of the Board is sued for liability for actions undertaken in his or her role as a member of the Board, officer, agent or employee of the Association, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the cost of defense and may recover costs already expended from the person who so acted. Board members, officers, and agents and employees of the Association are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association but may be recovered from persons whose activity gave rise to the damages.

Beyond (but subject to) the foregoing provisions of this Article, each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 9 - RECORDS AND AUDITS

The Association shall maintain within the state of Utah all documents, information and other records of the Association in accordance with the Governing Documents, the Act, and the Utah Revised Nonprofit Corporation Act.

9.2 General Records.

9.2.1 Permanent Records. The Association shall keep (or cause to be kept) as permanent records: (1) The Declaration, Bylaws and Articles of Incorporation, (2) minutes of all meetings of the Association and of the Board; (3) a record of all actions taken without a meeting by the Association members or the Board; (4) a record of all actions taken by a committee in place of the Board on behalf of the Association; and (5) a record of all waivers of notices of meetings of members and of the Board or any committee of the Board.

9.2.2 Resolutions and Rules. The Association shall maintain (1) a record of the rules, regulations, and policies adopted by the Association, (2) appropriate accounting records, and (3) a record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order and showing the number of votes each member is entitled to vote.

9.2.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.2.4 Records at Principal Office. The Association shall keep a copy of each of the following records at its principal office (copies of such records kept electronically by an Association officer or President shall satisfy this requirement regardless of where located as long as such electronic records are capable of being transmitted to, or viewed by, others, such as via email from an electronic storage medium or via website): (1) all Governing Documents; (2) the minutes of all Owners' meetings for a period of three years; (3) records of all action taken by Owners without a meeting, for a period of three years; (4) all written communications to Owners generally as Owners for a period of three years; (5) a list of the names and business or home addresses of the current officers and Board members; (6) a copy of its most recent annual report (annual renewal) delivered to the Division of Corporations under Utah Code Section 16-6a-1607; and (7) all financial statements prepared for periods ending during the last three years that show in reasonable detail the assets and liabilities and results of the operations of the Association.

9.2.5 Form of Records. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. "Written form" does not mean paper form. The Association may maintain any of its records by retaining an electronic record of the information in the record that: (1) accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise, and (2) remains accessible for later reference.

9.3 Financial Reports and Audits. Upon written request by an Owner or mortgagee of a Unit, an annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to the person(s) making the request within ninety days after the end of each

fiscal year. From time to time, the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association.

9.4 Availability of Records to Owners.

9.4.1 Owner May Elect Method. An Owner may elect whether to: (1) view and copy records in person, (2) receive hard copies of records, or (3) receive the records electronically.

(4.1.a) In Person. If an Owner elects to view and copy records in person, the Owner must bring imaging equipment to the inspection which shall be at a reasonable place, and during such hours specified by, the Association and the Association shall provide the necessary space, light, and power for the imaging equipment.

(4.1.b) Receive Hard or Electronic Copies. If an Owner elects to receive hard copies of records or to receive records electronically, the Owner may request a recognized third-party duplicating service to make the copies and any necessary electronic scans of documents, in which case, the Association shall arrange for the delivery and pick up of the original documents, and the Owner shall pay the duplicating service directly. If the Association makes the copies or electronic scans, the Owner shall pay the Association the reasonable cost of the copies or of any necessary electronic scans of documents, which may not exceed: (1) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (2) if an agent of the Association makes the copies or any electronic scans, 10 cents per page and \$15 per hour for the person's time making the copies or electronic scans. The Owner may request a recognized third-party duplicating service, make the copies or electronic scans.

9.4.2 Availability of Records Kept at Principal Office. An Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive any of the records in Section 9.2.4 above.

9.4.3 Availability of Other Records - Proper Purpose Required. An Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive any of the other records of the Association and: (1) the request must be made in good faith and for a proper purpose; (2) the Owner must describe with reasonable particularity the purpose and the records the Owner desires to inspect; and (3) the records must be directly connected with the described purpose.

9.4.4 Redaction; Records Not Subject to Inspection. The Association may redact a Social Security number, a bank account number, and any communication subject to attorney-client privilege from any document the Association produces for inspection or copying. The Board may withhold from inspection or copying any records: (1) considered by the Board in executive session and the minutes of any executive

session, or (2) that in its reasonable business judgment would constitute an unwarranted invasion of privacy (including, if so determined by the Board, a list of phone numbers or email addresses of Owners) or involve pending or anticipated litigation or contract negotiations.

ARTICLE 10 - AMENDMENTS

These Bylaws may be amended with the approval of a majority of Board once a quorum is established. An amendment shall not be effective until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the County Recorder's Office.

ARTICLE 11 - MISCELLANEOUS

11.1 Waiver, Precedent and Estoppel. 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 any 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.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

11.4 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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[signatures on following page]

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officer effective on this 29th day of June 2021.

DECLARANT:

THE LOFTS AT DEER HAVEN LLC

A handwritten signature in black ink, appearing to read "Mike Petersen", written over a horizontal line.

By: Mike Petersen

Its: Manager

State of Utah)

§

County of Wasatch)

Subscribed and sworn to before me on this 29 day of October, in the year 2021

by Michael Paul Petersen
NAME OF DOCUMENT SIGNER

Wendy Mcknight
NOTARY PUBLIC



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RESIDENT COMPLAINT PROCEDURE

Any resident may make a formal complaint regarding violations of the Declaration, Rules, or other governing documents. The complaint must be in writing and must include the date and time along with a detailed description of the violation including the people involved. The complaint should be sent to:

Board of Directors

Deer Haven Condominium Owner's Association, Inc.

67 East 500 South #103

Heber, UT 84032

Please note that the information provided is not confidential and, if requested by the violating Owner, will be provided to them as required by law.

CERTIFICATION

This is to certify that the foregoing policy was adopted by the Board of Directors and made effective as of June 29, 2021 until such date as it may be modified, rescinded or revoked.

Deer Haven Condominium Association, Inc.

Signature: 

Printed Name: Mike Petersen

Title: Manager

Deer Haven Condominium Owner's Association Rules and Regulations

Living in a condominium community is different from living in a regular neighborhood. The differences are even more stark when, as here, the condominium includes residential and commercial units. As residents and owners of Deer Haven and members of the Deer Haven Condominium Association (the "Association"), we share common areas. We also live and work closer to one another than if we lived in a regular neighborhood. Condominium living also enables each resident to enjoy the pleasant surroundings of jointly shared building and grounds. However, condominium living does not guarantee that all residents will agree on the same issues. Therefore, to ensure that everyone has the same rights and privileges, it is essential that rules and regulations be established.

Pursuant to the authority granted in its Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Bylaws and in the Utah Condominium Ownership Act, Utah Code § 57-8-1 *et seq.*, the Association has adopted these Rules and Regulations ("Rules") for the preservation of the values of the property and the protection of the health, safety, and welfare of owners and residents. These Rules do not supersede and are subject to the CC&Rs and Bylaws of the Association. It should be noted that objectionable behavior is not acceptable at any time, even if such behavior is not specifically covered in these rules. Any violation of these Rules by property owners or residents and their respective families, employees, guest, or invitees is the responsibility of the owners and residents. The Board welcomes and encourages the cooperation of all members in the observance of these Rules.

It is the responsibility of the property owner to ensure their renters and guests are aware of and are following all the Rules of the Association.

Smoking

Smoking of any kind is NOT PERMITTED anywhere inside the building or within 25 feet of the exterior walls of the building.

Noise Control

The units are built in such a manner that noise is easily transmitted from one unit to another. In order to establish reasonable rules to control noise in the units and in the complex as a whole, the following rules are adopted:

1. Radios, stereos, TV sets, and any home audio equipment and computers, shall be operated at a low enough volume AT ALL TIMES so as not to interfere with the quiet and peaceful enjoyment of other residents. If you have complaints regarding improper observance of this rule, please notify The Board in writing to begin the warning/fine process and/or call the Heber City Police Department at 435-654-3040.
2. Pianos, organs, brass, percussion instruments, and amplified instruments are not to be played prior to 8 am or after 10 pm. Stringed instruments may be quietly played at other hours unless or until a complaint is lodged with The Board. All instruments shall be played at a volume sufficiently low so as not to interfere with other residents' quiet and peaceful enjoyment of their unit.
3. Residents and guests are expected to use reasonable common sense in entering or leaving units

or the building. Loud talk, heavy walking or running, slamming doors, running down the stairs, and similar behavior can be heard in other units and may disturb the residents.

4. The halls of the building are common area and are NOT to be used as playground space for children or pets.
5. Excessive noise in any area of the complex, including domestic violence, should be reported to the Heber City Police Department at 435-654-3040
6. Move in and out times are between 8 am and 10 pm.

Balconies

Upper balconies are to be kept in a neat and attractive condition. Certain items shall NOT be stored on the balconies, and this shall include, but is not necessarily limited to, the following:

1. Pets cannot be left unattended on balconies.
2. Pet waste is never allowed on balconies. Pets may NOT use the balcony for this purpose, even if waste is immediately cleaned up.
3. Clothes, towels, swimsuits, rugs, bedding, and similar items shall not be hung from or over the balcony railing.
4. Bicycles, scooters, wagons, tricycles, tires, baby carriages, or similar vehicles or toys, shall not be stored on balconies. Ladders or tools may not be stored on balconies.
5. Cardboard boxes, bundles of newspapers, and other paper products shall not be stored on balconies. Garbage shall not be left on balconies but must be disposed of in the dumpsters.
6. Hot tubs or spas are not permitted on balconies.

Barbecue Grills

1. Charcoal Grills: No charcoal grills may be kindled or maintained on balconies.
2. LP Gas Barbecue Grills: LP-Gas barbecue grills shall not be located on balconies.

Fireworks

Incendiary devices, firecrackers, fireworks, explosive devices, and other fire hazards are specifically prohibited anywhere within the boundary of the community at all times, including all holidays, such as Independence Day, Pioneer Day, and New Year's Eve. Non-compliance will result in an immediate fine.

Sheds

No sheds or any other permanent structures shall be allowed to be placed or constructed on the property.

Occupancy

No part of the condominium (excluding units 100 & 101) shall be used for any purpose except residential housing. Any rented units shall be long term (more than 30 days). No nightly rentals permitted.

These Rules may be amended from time to time in writing by the Association. Violation of these Rules will result in enforcement, including, without limitation, a warning letter and fines per the Association Enforcement Policy and Fine Schedule, which is incorporated herein by reference for all purposes. It is the duty of each member to read and understand the Rules. Ignorance of the Rules will not excuse violations.

Deer Haven Condominium Owner's Association Inc.

VIOLATION ENFORCEMENT POLICY AND FINE SCHEDULE

The Units and Owners within Deer Haven Condominiums are governed by the Covenant, Conditions and Restrictions (the "Declaration").

The Board of Directors (the "Board"), has the power to enforce compliance with the Declaration and other documents governing the Units and Owners, and to levy reasonable fines after the Unit Owner is given notice and an opportunity to be heard.

The Board hereby adopts this Violation Enforcement Policy and Fine Schedule ("Policy") to set forth procedures for enforcement of the Declaration and Rules.

The Board intends to follow the procedures set forth herein, but reserves the right, in its sole and absolute discretion, to vary from the procedures set forth herein due to the unique circumstances of individual situations so as to help ensure that only reasonable fines and enforcement measures are used.

ESTABLISHMENT OF VIOLATION AND VIOLATION NOTICES

1. Establishment of Violation: Any Construction or Modification which has not been first approved by the Design Review Committee or which does not in all respects conform to that which has been so approved is deemed a violation. Any activity on a Unit or in the Common Elements and any condition on a Unit that is in opposition to the Declaration and/or Rules, which is not expressly authorized by the Board is deemed a violation.
2. Courtesy Notice: Upon verification of the existence of a violation, a written Courtesy Notice may be mailed to the Owner providing the specific information regarding the violation and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur.
3. Violation Notices: If the Association decides to skip the Courtesy Notice, the Owner fails to remedy the violation within the timeframe set forth on the Courtesy Notice, or if the violation is initially cured but then occurs again within a period of ninety (90) days from the initial violation addressed in the Courtesy Notice, a written Violation Notice shall be mailed to the Owner. The first Violation Notice shall include:
 1. The nature and date the violation was observed.
 2. A date for correction of the violation.
 3. If applicable, the Board's intent to levy a fine against the Owner.
 4. A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) business days after the Violation Notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing.
 5. A statement advising the Owner of how the Owner may contest the violation.
 6. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.
4. Subsequent and/or Continuing Violation Notices: If the violation still exists after the time-frame for compliance in the prior notice, or re-occurs within ninety (90) days of the prior notice, subsequent violation notices can be sent, and/or additional Fines can be imposed in accordance with this Policy. If the violation is a re-occurrence, the notice shall contain information required to be provided with the first notice.

FINES

1. Hearing and Waiver of Right to be Heard: If requested within the timeframe prescribed in the notice to the Owner, a hearing will be granted and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the Owner. Any of the following shall constitute a waiver of the Owner's right to the hearing:

1. The Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Owner;
2. The Owner does not respond to the Association's reasonable attempts to schedule a hearing;
3. After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Owner waives the right to be heard. If an Owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

2. Notice and Amount of Fines: The Owner will be given written notice of the amount of any fines imposed and the due date for payment of such fines. The Board intends to impose fines generally in accordance with the attached Fine Schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner. The amount of the fines imposed by the Board shall range from \$15.00 to a maximum of \$500.00 per calendar day. Fines shall be considered damages sustained by the Association and are intended to compensate the Association for the administration burden of addressing the violation and the adverse impact of the violation on the community.

3. Fines for Continuing and Recurring Violations: Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation continues, and such continuing fines shall accrue until the Owner notifies the Association that the violation has ceased and the Board confirms that it has ceased. If any violation recurs within ninety (90) days from a past violation, it will be considered a continuation of that past violation.

REFERRAL TO LEGAL COUNSEL AND OTHER REMEDIES

Where it is determined to be in the best interest of the Association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

EXHIBIT A

LEGAL DESCRIPTION (excluding mineral rights)

Parcel No. 00-0004-4169

THE NORTH HALF OF LOT 2, BLOCK 30, HEBER CITY SURVEY OF BUILDING LOTS, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASATCH COUNTY, STATE OF UTAH.

Parcel No. 00-0004-4177

ALL OF THE SOUTH HALF OF LOT 2, BLOCK 30, HEBER CITY SURVEY OF BUILDING LOTS, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASATCH COUNTY, STATE OF UTAH.

Parcel No. 00-0011-8260

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 30, HEBER CITY SURVEY OF BUILDING LOTS, AND RUNNING THENCE SOUTH 88°12' EAST 114.32 FEET, THENCE NORTH 0°48' EAST 165.99 FEET THENCE NORTH 89°12' WEST 114.32 FEET TO THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 0°48' WEST 165.99 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

Units B100-B103, 100-102, 200-203

The Lofts at Deer Haven

215683-215682