

AMENDED BYLAWS OF THE EAGLE'S LANDING HOMEOWNER'S ASSOCIATION

Association of Lot Owners

The administration of the Eagle's Landing Homeowner's Association, shall be governed by these Bylaws and the Declaration.

1. Application of Bylaws.

All present and future Lot Owners, Mortgagees, and occupants of the Lots and their lessees, agents, guests, employees, and other persons who may use the facilities of the Property in any manner are subject to the Declaration, these Bylaws and all rules made pursuant thereto and any amendment thereof. The acceptance of a deed of conveyance or in the entering into of a lease or the act of use of a Lot shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant thereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Eagle's Landing Board.

2.1. The administration of the Development in behalf of the Association shall be conducted by a Board. Only individuals who are Lot Owners and are residents of the Eagle's Landing Plat "A" A Mountain Home Development shall be eligible to be members of the Board. The number of members of the Board shall be five (5) persons.

2.2. Any Lot Owner who wishes to be a candidate for election to the Board shall submit a letter, photo, and resume by email to the Board at least thirty (30) days prior to the annual meeting. Voting may be voice vote, secret written or electronic ballot or as otherwise reasonably established by the Board. The undivided interest of a Lot equals one vote. Each vote holder may vote for as many candidates for Board membership as there are seats on the Board to be filled.

2.3. Members of the Board shall serve for a term of two years; provided, however, that two members of the Board selected by the Lot Owners shall serve for an initial turn of one year while the other members shall serve an initial term of two years. Thereafter, Board members elected or appointed shall serve for a two-year term or the unexpired term of the person whose place they were appointed. The terms of no more than three members will end each year. The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Board who fails to attend three consecutive Board meetings or fails to attend at least four of the Board meetings held during any calendar year shall forfeit his membership on the Board.

2.4. Any member of the Board may resign at any time by giving written notice to the Chairman of the Committee, or the remaining Board members. Any member of the Board may be removed from membership on the Board by a vote of at least two thirds of the undivided interest in the Association which votes on the question. Whenever a vacancy on the Board shall

occur due to forfeiture, death, resignation, removal or any other cause, the remaining members of the Committee shall appoint a successor member to serve until the next annual meeting of the Association, at which time the said vacancy shall be filled by the Association for the unexpired term, if any.

2.5. The members of the Board shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of the Association, provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment.

2.6. The Board, for the benefit of the Common Area and the Association, shall manage the business, property and affairs of the Common Area and the Association and enforce the provisions of the Declaration, the Bylaws and the Rules and Regulations governing the Common Area. The Board shall have the powers, duties, and responsibilities with respect to the Common Area as contained in the Declaration and these Bylaws.

2.7. Regular meetings of the Board shall be held at such places within the State of Utah as the Board shall determine. At least one such meeting shall be held during each fiscal year after the first annual meeting of the Association. At all meetings of the Board, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting, of which a quorum is present, shall be acknowledged and enforced as the acts of the Board. The Board shall annually elect officers of the Association.

2.8. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least 2 days before the meeting, give notice thereof to the rest of the Board by any usual means of communication. Such notice need not specify the purpose for which the meeting is called, and if an agenda is prepared for such meeting, the meeting need not be restricted to discussions of matters listed on the agenda.

2.9. Special meetings of the Board may be called by any Board member.

2.10. The Board, for the benefit of the Property and the Association, shall enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Property; and, subject to restrictions of Section 5.2 of these Bylaws, shall manage and, when for a maintenance of a Common Area and Conservation Area, arrange and pay for out of the Common Expense fund:

2.10.1. Repair of storm management of Common Areas.

2.10.2. If directed by a majority of Lot Owners, purchase policy or policies of fire insurance, with extended coverage endorsements, for the full insurable replacement of the value Common Areas and Facilities as provided in the Declaration, or such other fire and casualty insurance as the Board shall determine give substantially equal or greater protection to the Lot Owners and their Mortgagees to limits and coverages such policies shall be reviewed at least annually by the

Board as per the Declaration and increased at its discretion. Insurance proceeds shall be payable and applicable as provided in the Declaration.

2.10.3. A policy or policies of public liability insurance, insuring the Board, the Association and the individual Lot Owners against any liability to any person or persons incident to the Ownership and/or use of the Common Areas. Such policy or policies shall be consistent with provisions of the Declaration. Limits of liability under such insurance shall be as provided in said Section.

2.10.4 Legal and accounting services necessary or proper in the operation of the Property and the Common Area and Facilities or the enforcement of the Declaration.

2.10.5. Maintenance, repair of all landscaping of the Common Area and Facilities, including storm water runoff, and fire control the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to do the same for the Common Areas and Facilities.

2.10.6. Any other material, supplies, labor, services, maintenance, repairs, alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or Bylaws or which in its opinion shall be necessary or proper for the operation of the Common Areas and Facilities for the enforcement of the Declaration provided that if any such materials supplies labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Lots, the cost thereof shall be specifically assessed to the Owners of such Lots.

2.10.7. Maintenance or repair of any Lot, if such maintenance or repair is reasonably necessary, in the discretion of the Board to protect the Common Areas and Facilities or to preserve the appearance and/or value of the property, and the Lot Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice is delivered by the Board to said Lot Owner; provided that the Board shall levy a special assessment against the Lot Owner for the cost of said maintenance or repair.

2.10.8. The Board shall have the exclusive right to contract for all goods, services and insurance when payment is to be made from the Common Expense Fund. This provision shall not be construed to prohibit the Board from delegating such authority to the manager as it seems proper.

2.10.9 The fiscal year shall be determined by the Board.

3. Meetings of the Association.

3.1. At all meetings of the Association, Lot Owners may vote in person, digitally, by proxy, or by other means designated in the voting instructions or as otherwise reasonably established by the Board.

3.2 *Action by Written Ballot.* Any action that may be taken at any annual, regular, or special meeting of the Owners may be taken without a meeting through a written/electronic ballot delivered to every Owner entitled to vote on the matter.

(a.) The written ballot shall:

(i.) Set forth each proposed action and provide an opportunity to vote for or against each proposed action unless the Board or the Governing Documents provide otherwise.

(ii.) Unless a different percentage is required by the Governing Documents or any applicable law, indicate that a majority vote of all Owners casting ballots shall be necessary for approval of the matter;

(iii.) Specify the time by which the ballot must be received by the Board in order to be counted.

(b.) Shall be sent to each Owner; either electronically, or: either hand delivered by a Board member and obtaining the Owner's signature, or by first-class or registered mail to the address for the Owners currently on file with the Association. Lot Owners are responsible for updating the address on file with the Association for this purpose.

(c.) Owners shall be provided not less than 30 days from the date the ballot is sent by the Board to return the ballot to the Board to be counted. Any ballot not received by the Board by the due date indicated on the ballot may not be counted.

(d.) Written ballots may not be revoked.

(e.) For the purposes of taking action by written ballot, the number of votes cast by written ballot pursuant to this Section shall constitute a quorum of the Owners.

(f.) Unless otherwise provided in the Governing Documents for any particular matter, a majority vote of all Owners casting ballots pursuant to this Section shall be necessary for the adoption of any matter voted on by the Owners.

3.3 If action is taken at a meeting, the presence of Owners in person, or digitally, or by proxy at any meeting of the Association of Lot Owners shall constitute a quorum. In the event that Lot Owners entitled to cast (60%) of all the votes are not present in person, digitally, by proxy or by other means designated, the meeting shall be adjourned for 24 hours, at which time it shall reconvene and any number of Lot Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise provided in the Declaration or the Act, any action may be taken at any meeting of the Lot Owners upon a majority of the undivided interests held by the Owners who are present in person or by proxy or by other means designated and who are voting.

3.4. A Lot Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot by the Board as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, prior to the date fixed for such annual or special meeting.

3.5. If a proxy is chosen by a Lot Owner, it shall be executed in writing by the Lot Owner or his duly authorized attorney-in-fact. Proxies will be filed with the secretary of the Board before or at the time of the meeting. Unless otherwise specified there in, each proxy shall be valid for 11 months from the date of its execution.

3.6. There shall be an annual meeting of the Association on the first Tuesday of March each year at 7:00 p.m. or such other time as set by the Board, either at the Property or at such other reasonable place as may be designated. The Board shall give the written notice of the time and place of the annual meeting, said notice to be delivered to the Lot Owners not less than 10 days prior to the date of the fixed time for said meeting, either personally, by first-class mail, email, or by posting on the Association's website, or by other fair and reasonable method.

4. Officers.

4.1. The Board shall perform its functions and responsibilities through those members of the board elected as officers annually by the board, and through such agents or employees as the committee may appoint. Such officers shall also be officers of the Association, with each holding for the Association the same office as he holds on the Board. The primary officers shall consist of a chairman, vice-chairman, secretary, and Treasurer. The offices of Secretary and Treasurer may be combined as one office. The Board may appoint such assistant officers as the Board may deem necessary. No officer shall receive compensation for serving as such, unless a majority of the Lot Owners vote otherwise.

4.2. The Chairman shall be the chief executive of the Board and shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The chairman shall exercise general supervision over the Property and its affairs. They shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Board may require.

4.3. The Vice-Chairman shall perform the functions of the chairman in the absence or inability of the chairman.

4.4. The Secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records of the Association and the Board. In the absence or inability of the chairman or vice-chairman the, the secretary shall perform the functions of the chairman.

4.5. The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

4.6. If the Board appoints other officers, such officers shall perform such duties as may be prescribed or delegated from time to time by the Board.

4.7. Any officer or agent shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Board then serving.

4.8. All agreements, contracts, deeds, leases, checks and other instruments of the Property for expenditures or obligations shall be executed by any two officers of the Board or by such other person or persons as may be designated by the Board

5. Common Expenses: Assessments

5.1. All assessments shall be made in accordance with the provisions of the Declaration.

5.2. It shall be the responsibility of the Board to determine questions related to the maintenance, repair and replacement of all Common Areas and Facilities. However, except as provided otherwise in the Declaration, there shall be no single structural alteration, capital addition to, or capital improvement of the Common Areas and Facilities requiring an expenditure in excess of \$7,500, unless those holding two thirds of the votes present, by proxy, or as otherwise reasonably established by the board at a duly called meeting shall approve the expenditure for such structural alterations, capital edition to, or capital improvement of the Common Areas and Facilities.

5.3. Every determination by the Board with respect to the Common Expenses and Common expenditures necessary to maintain the Property, that is made within the bounds of the Act, the Declaration and these Bylaws shall be final and conclusive as to the Lot Owners and shall be deemed necessary and properly made for such purposes.

5.4. The rights, duties and functions of the Board set forth in this Section 5 may be exercised by Declaration as provided in these Bylaws for the period ending 15 days after the election of the first Board hereunder by the Owners.

5.5. The failure by the Board before the expiration of any year, to estimate the Common Expenses as required herein, shall not be deemed a waiver or a modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Lot Owner from the obligation to pay any past or future assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is fixed.

5.6. No Lot Owner may exempt himself from liability of the Common Expense by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his Lot.

5.7. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Area and Facilities, specifying, using and itemizing the maintenance, repair and replacement expenses of the Common Areas and Facilities and other expenses incurred. Such record shall be available for examination by the Lot Owners by appointment made through emailing the Board. The treasurer shall keep an accurate record of such assessments and the payments thereof by each Lot Owner.

5.8. All Common Expense assessments shall be a separate, distinct and personal liability of the owner of the Lot at the time each assessment is made. The Board shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of assessments for the Common Expenses.

5.9. Any person who shall have entered into a written agreement to purchase a Lot, upon a required \$25 fee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid assessments charged against the Lot and its Owners, and if such statement does not reveal the full amount of unpaid assessments of the date it is rendered, neither to the purchaser or the former Lot shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon.

5.10. In the event that title to a Lot is transferred at a sheriff's sale pursuant to execution upon a lien brought about by the HOA against the Lot, the Board shall give notice in writing to the sheriff of any unpaid assessments for Common Expenses which are a lien against the Lot, and for any expenses or advances by the Board which have not heretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Lot Owner. To protect its rights to collect unpaid assessments and for any expenses and advances by the Board, the Board may, on behalf of all the Lots Owners, purchase the Lot at the sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Board.

5.11. In addition to the statements issuable to purchasers of Utah, the Board shall provide a current statement of unpaid assessments for the Common Expenses and for any expenses and advances by the Board in respect of the Lot, to the Lot Owner, to any person who shall have entered into a binding agreement to purchase the Lot and to any Mortgagee upon request at reasonable intervals.

5.12. In each case where all or part of any assessments for Common Expenses and for any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable therefor under the Act, Declaration or Bylaws the Board shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

6. Litigation.

6.1. If any action is brought by one or more but less than all Lot Owners on the behalf of the Association, and recovery is had, the plaintiff's expenses, including reasonable attorney's fees shall be a Common Expense. If an action is brought by one or more but less than all Lot Owners against the Association or the Board or the officers, employees, or agents of the Association, in their capacities as such, so that the ultimate liability asserted would, if proved, be borne by all the Lot Owners, the plaintiffs expenses, including attorney's fees, shall not be charged to, or born, by the other Lot Owners, as a Common Expense or otherwise.

6.2. Complaints brought against the Association, the Board or the officers, employees, or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to and defended by the Board, and the Lot Owners and Mortgagees shall have no rights to participate other than through the Board in such a defense. Complaints against one or more, but less than all the Lot Owners shall be directed to and defended by such Lot Owners.

7. Abatement and Enjoinment of Violations by Lot Owners.

Violation of any rules or regulations adopted by the Board or the breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

7.1. To enter the Lot in which, or as to which such violation or breach exists and to abate and remove, at the expense of the defaulting Lot Owner, any structure, thing, or condition they may exist therein that is a safety or health concern and contrary to the intent of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

7.2. To bring suit for damages suffered and to enjoin, or remedy by appropriate legal proceedings, either at law, or in equity, the continuance of any such breach. In the event the Board is required to commence legal action to enforce its rights hereunder, the

Lot Owner or other person in violation or breach shall also pay all costs and reasonable attorney's fees incurred by the Board.

8. Lease of Lots by Owners.

8.1 Air B&B, VRBO, or any other short term vacation style rental of property, homes or land, for less than 30 consecutive day terms are not permitted.

8.2. Any Lot Owner who leases his Lot shall be subject to the requirements and restrictions of Article XII of the Declaration. Such Owner shall give written notice to and provide the information to the Board or manager required by the Declaration. The provisions of the Declaration, these Bylaws and the rules and regulations shall apply with equal force to tenants or lessees of a Lot.

8.3. Any Lot Owner who rents or leases its Lot shall be responsible for the conduct of its tenants and shall be responsible for ensuring that his tenants do not violate the Declaration, Bylaws or rules and regulations of the Association.

8.4. If a Lot Owner fails to correct violations by his tenants within 72 hours after notice by the Board to such Owner of such violation, the Board or manager shall be deemed to be the agent of the Lot Owner and is empowered to take any enforcement action the Lot Owner would be entitled to take, the cost of such action to be assessed to the Lot Owner and payable within 30 days of assessment. Such costs shall be collected and enforced in the same manner as common assessments under the Declaration and these Bylaws.

8.5. The power of the Board or manager hereunder shall include, but not be limited to, any and all legal remedies available under the laws of the State of Utah. Any Lot Owner by the act of renting or leasing his Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Board and the manager from and against any and all liability thereof. It is expressly understood that the remedies available to the Board or manager shall include, but not be limited to, the right to seek eviction of the tenant without any liability to the Lot Owner.

9. Accounting

9.1. The books and the accounts of the Association shall be in accordance with generally accepted accounting principles and under the direction of the treasurer.

9.2. At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent public accountant approved by the Board. A report of the review shall be prepared and submitted to Lot Owners at or before the next annual meeting of the Association. In the event that Owners of at least two thirds of the undivided ownership vote to do so at a meeting for any year, a certified audit by a Certified Public Accountant shall be obtained by the Board.

9.3. The books and accounts of the Association shall be available for inspection at the office of the Association by any Lot Owner or his Mortgagee or their authorized representative. They may contact the Treasurer by email to set up a time. Any costs that may be accrued will be at the expense of the Inspecting party.

10. Special Committees

The Board by resolution may designate one or more special committees, each committee to consist of two or more Lot Owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the

Board when required. The members of such special committee or committees designated shall be appointed by the Board. The Board may appoint Lot Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any expended period of time.

11. Board Rules and Regulations

The Board shall have the right to adopt and demand such rules and regulations as may be authorized by the Act and Declaration for the purposes of governing the details of the operation and the use of Common Areas, Conservation Areas and Facilities and setting forth restrictions on, and requirements respecting the use and maintenance of Lots and Limited Common Areas and Facilities including fencing standards and parking regulations. Copies of the rules and regulations shall be provided for each Lot Owner prior to the time the same shall be effective.

12. Amendment of Bylaws

12.1 Amendment. The Board may amend these bylaws at any time to add, change, or delete a provision, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership as to voting dissolution, redemption, or transfer by changing the rights, privileges, preferences restrictions, or conditions of any class, in which event only the Owners may amend provisions in these Bylaws The Owners may amend these Bylaws even though they may also be amended by the Board pursuant to Utah Code Annotated 16-6a-1010

12.2 *Prohibitive Amendments* The Owners or Board shall not be permitted to amend the Bylaws contrary to the provisions of the Articles of Incorporation

13. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion here of shall not affect the validity or enforceability of any other provision hereof.

14. Captions

The captions here in are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

15. Effective Date.

These Bylaws supersede and replace any Association's previous Bylaws

These Bylaws shall become effective on the date they are recorded at the office of the Utah County Recorder. These Bylaws shall not have retroactive application.

The foregoing Bylaws were adopted by the Board of the Association at a meeting on the _____

The undersigned hereby certifies, that the foregoing Bylaws were adopted by the Board of the Association.

DATED this 7 ^{November} day of ~~October~~, 2023.

EAGLE'S LANDING HOMEOWNER'S ASSOCIATION

By: *Dustin Quarnberg*
Dustin Quarnberg, President

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 7 day of ^{November} ~~October~~, 2023 before me, a notary public, personally appeared Dustin Quarnberg, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, acknowledged that he executed the same. Witness my hand and official seal.

Aurora Rudecindo
Notary Public

