



**BYLAWS  
OF  
EAGLE VIEW HOME OWNERS ASSOCIATION, a PUD**

**I. IDENTITY**

These are the Bylaws of the Eagle View Home Owners Association, a Planned Unit Development (hereinafter "Eagle View"), duly made and provided for in accordance with the Utah Community Association Act (the "Act"). Any term used herein which is defined in the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration" or "CC&R") to which these Bylaws are appended shall have the meaning ascribed therein. The Declaration is recorded with the Box Elder County Recorder as Entry#105355, Book 0664, Page 1022.

**II. OFFICE**

The office of the Association shall be located at the home of the current President (Chairperson) of the Management Committee in Brigham City, Utah or at such other place as may be designated by the Management Committee. The term "Management Committee" and the term "Board of Trustees" used in the Declaration for Eagle View is one and the same.

**III. APPLICATION**

All present or future owners, tenants, or any other persons who might use the facilities of Eagle View in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any Units or parts thereof, or the mere act of occupancy or use of any of said Units or parts thereof or the Common Areas and Facilities will signify that these Bylaws are accepted, ratified and will be complied with by said persons.

**IV. ASSOCIATION**

1. **Members.** The members of the Association shall consist of all persons owning a Unit of Eagle View, in fee simple as shown in the records of the County Recorder of Box Elder County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust shall be a member unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit.
2. **Place of Meetings.** Meetings of the Association shall be held at such place within Box Elder County, State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.
3. **Annual Meetings.** The annual meeting of the Association shall be held at a time and place designated by the Management Committee. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Management Committee may by resolution fix the date of the annual meeting on such date or at such other place as the Management Committee may deem appropriate.

4. Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit owners who collectively hold at least thirty (30%) percent of the total vote. Such meeting shall be held at such place as the Management Committee may specify and the notice thereof shall state the date, time and matters to be considered.

5. Notices. Written or printed notice stating the place, day and hour of all meetings of the Association shall be delivered not less than two (2) days before the date of the meeting, either personally or by email to each Unit Owner. In case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, either personally or by email or by U.S. mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

6. Quorum. At the meeting of the Association, the Owners of more than fifty (50%) percent in the aggregate of interest in the undivided ownership of the Common Areas and Facilities shall constitute a quorum for any and all purposes, except where express provisions of these Bylaws or the Declaration require a vote of more than fifty (50%) percent of the Association, in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum, the Chairperson of the meeting may continue the meeting to a time no earlier than forty-eight (48) hours and no later than thirty (30) days after the time set for the original meeting. No notice of the rescheduled meeting other than by announcement at the original meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the percentage interest in the undivided ownership of Common Areas. At any such continued meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

7. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50%) percent of the undivided interest present at the meeting, either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these Bylaws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy and can be sent by email or U.S. mail. All proxies shall be in writing, and in the case of proxies for the annual meeting or special Unit Owner's meetings, they shall be delivered to the Secretary at least one (1) day prior to said annual meeting. A 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 or she shall have fully paid all due installments of assessments made or levied against him/her and his/her Unit by the Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties, fines and other expenses, if any, properly chargeable to him/her and against his/her Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice by the Unit Owner or by any of such persons, to the person presiding over the meeting, that the proxy be revoked. Any proxy shall be void if it is not dated, or if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy and must be filed with the Secretary not less than one (1) day before the meeting.

9. **Waivers of Notice.** Any Unit Owner may at any time waive any notice required to be given under these Bylaws or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

10. **Conduct of Meeting.** The President, or in his or her absence, a Management Committee member, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

## **V. MANAGEMENT COMMITTEE**

1. **Purposes and Powers.** The business, property and affairs of Eagle View shall be managed and governed by the Management Committee consisting of the number of members as shall be determined by the Bylaws and Declaration, but not less than three (3) members. The Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are by the Act or by these Bylaws directed to be exercised and done by the Association. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of Eagle View, provided such rules and regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The President and at least one other Committee member shall have the authority to act on behalf of the Committee on all matters relating to the duties of the Manager (defined in Article I, Section 23 of the Declaration), if any, which might arise between meetings of the Committee. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses.
- (b) Making assessments against Owners to defray the costs and expenses of Eagle View, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Committee, the annual assessment against each Owner for his or her proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month. Assessments may be made unequally for Phase I (Arapaho) or Phase II (Yellow Feather) as needed and justified by separate accounting.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of Eagle View.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for Eagle View, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of Eagle View.
- (f) Making and amending Rules and Regulations respecting the use of Eagle View.
- (g) Opening of bank accounts on behalf of the Association and designating a minimum of two (2) co-signatories on such accounts; in each Association meeting Treasurer to review all bank statements and majority of Management Committee to approve all bills for payment.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of Eagle View and repairs to, and restoration of Eagle View, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Declaration, the Bylaws and Rules and Regulations for the use of Eagle View adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to Eagle View and not billed to Owners of individual Units.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting Eagle View, and the administration of Eagle View, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be internally reviewed at least once a year by a knowledgeable individual or group, approved by the Committee, who shall not be a family member of the Treasurer. At the discretion of the Committee decided by 2/3 majority vote, the annual books may be audited by an independent auditor employed by the committee as long as there is sufficient reason or proof to believe that material errors may exist or misappropriation of assets has occurred. The cost of such audit shall be a paid common expense. A copy of the annual, internal financial statements shall be supplied to any first mortgagee of any Unit in Eagle View who requests the same in writing from the Secretary.

(m) To do such other things and acts not inconsistent with the Act, the Declaration or the Bylaws or by a resolution of the Association.

2. Composition of Committee. Committee members of the Association shall be elected and removed, and vacancies shall be filled in the manner provided by the Declaration and Bylaws.

3. Election. The Management Committee shall be elected as provided in the Declaration. Removal shall require the same majority vote as election.

4. Vacancies. Vacancies on the Management Committee shall be filled as provided in the Declaration.

5. Regular Meetings. A regular annual meeting of the Management Committee may be held immediately after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the President or the Management Committee may from time to time designate.

6. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the President, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without notice at any time or place.

7. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the members of the Management Committee then in office.

8. Compensation. No compensation shall be paid to the members of the Management Committee for their services as members of the Committee, provided that nothing herein contained shall be construed to preclude any member of the Management Committee from serving Eagle View in any other capacity (except as independent auditor) and receiving compensation therefor.

9. Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be a waiver of notice by him/her of the time and place thereof.

10. Action Without Meeting. Any action which may be taken at a meeting of the Committee may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary.

11. Adjournments. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

12. Indemnification. Every Committee Member and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Committee Member or officer of the Association, or any settlement thereof, whether or not he or she is a Committee Member or officer at the time such expenses are incurred, except in such cases wherein the Committee Member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Committee Member or officer may be entitled.

13. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business, finances and condition of Eagle View.

## VI. OFFICERS

1. Designation and Election. The principal officers of the Management Committee shall be a President, a Secretary and/or Treasurer, all of whom shall be elected by and from the Management Committee. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers herein above expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. Removal of Officers. All officers shall be subject to removal, with or without cause, at any time by two-thirds (2/3) vote of the then members of the Management Committee.

4. **President.** The President shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He or she shall sign on behalf of Eagle View all conveyances, mortgages and contracts of material importance to its business and shall do and perform all acts and things which the Management Committee may require of him or her. He or she shall preside at all meetings of the Unit Owners and the Management Committee. He or she shall have all of the general powers and duties which are normally vested in the office of the President of a Corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of Eagle View.

5. **Secretary.** The Secretary can be the President or whomever the Management Committee assigns to perform this function. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit owners. He or she shall have charge of the books and papers as the Management Committee may direct, and he or she shall, in general, perform all the duties incident to the office of Secretary.

6. **Treasurer.** The Treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Management Committee. He or she shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may from time to time be designated by the Management Committee.

7. **Compensation.** No compensation shall be paid to the officers, Management Committee, member or other assisting committee member for their services as such. No remuneration shall be paid to an officer or committee member for services performed by him or her for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by affirmative vote of seventy percent (70%) of the Owners Association before the services are undertaken.

8. **Agreement. Contracts. Deeds. Checks. etc.** All agreements, contracts, deeds, leases, checks and other instruments of Eagle View for expenditures or obligations shall be executed by any two officers of the Committee or by such other person or persons as may be designated by the Committee, except that the President shall be one of the signatories on all conveyances, mortgages and contracts of material importance.

## VII. ACCOUNTING

1. **Books and Accounts.** The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of generally accepted accounting principles.

2. **Inspection of Books.** All books and records at the Association shall be available at the principal office of the Management Committee and may be inspected by any Unit Owner, or his or her agent or attorney, for any proper purpose during reasonable business hours.

3. **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

## **VIII. BUILDING RULES**

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational Rules and Regulations as it may deem necessary for the maintenance, operation, management and control of Eagle View, and the Management Committee may, from time to time, by resolution, alter, amend and repeal such rules and regulations. Unit Owners shall at all times obey such Rules and Regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Unit Owners of Eagle View. Provisions of the Act pertaining to Rules and Regulations are incorporated herein by reference and shall be deemed a part hereof.

## **IX. AMENDMENT OF THE BYLAWS**

These Bylaws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration (Article XV, Section 5).

## **X. OPERATION AND MAINTENANCE OF DEVELOPMENT**

The Management Committee shall be responsible for the maintenance, control, operation and management of Eagle View in accordance with the provisions of the Act, the Declaration under which Eagle View was established and submitted to the provisions of the Act, these Bylaws and such Rules and Regulations as the Association of Unit owners or Committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

## **XI. NOTICE**

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by email or U.S. Mail, first class, postage prepaid, (i) if to an Owner, at the address of his or her Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Committee or the President, at the principal office of the President or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

## **XII. COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Act.

2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

3. Severability. These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. Miscellaneous. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse and the use of any gender shall be deemed to include all genders.



ADOPTED AND EXECUTED by Declarant(s) as of the 11 day of June, 2014.

By *Suresh Kulkarni*  
Suresh Kulkarni, President / Secretary  
Eagle View HOA Management Committee

*Lynn Tugaw*  
Lynn Tugaw, Treasurer  
Eagle View HOA Management Committee

**Approving Unit Owners**

Bill Hoopes, Management Committee Member  
Keri Schneider, Management Committee Member  
David Yates, Management Committee Member  
Joseph Wight  
Jordyn Johnson  
John Valberg  
Daniel Green  
Matthew Krager

Chris Clyne  
Seve Preston  
Sarah Ivie  
Monica Butler  
Tyler Valberg  
Dave Johnston  
Margaret Call  
Andrea Meacham

State of Utah

County of Box Elder

Suresh Kulkarni, President and Secretary of Eagle View HOA and Lynn Tugaw, Treasurer of Eagle View HOA personally appeared before me this 11 Day of June 2014 and proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged and executed the same.

*Marla F. Young*  
Notary Public  
**MARLA F. YOUNG**  
Commission #630643  
Expires August 2, 2017  
STATE OF UTAH

105355 N 0664 P 1061

## EXHIBIT "A"

**SURVEYOR'S CERTIFICATE**

I, **K. GREG HANSEN**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167819 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: **EAGLE VIEW SUBDIVISION- P.U.D. PHASE I** AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

**BOUNDARY DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET SOUTH 00°00'00" WEST 1119.73 FEET AND NORTH 90°00'00" WEST 619.92 FEET FROM THE NORTHEAST CORNER OF THE SAID NORTHEAST QUARTER, RUNNING THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 3 COURSES; (1) SOUTH 53°00'00" EAST 56.68 FEET; (2) TO THE RIGHT ALONG AN ARC OF A 50 FOOT RADIUS CURVE A DISTANCE OF 46.46 FEET, CHORD BEARS SOUTH 26°23'00" EAST 44.80 FEET; (3) SOUTH 00°14'00" WEST 205.06 FEET; THENCE TO THE RIGHT ALONG AN ARC OF 25.00 FOOT RADIUS CURVE A DISTANCE OF 39.27 FEET, CHORD BEARS SOUTH 45°14'00" WEST 35.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 900 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°46'00" WEST 158.33 FEET TO THE SOUTHEAST CORNER OF LOT 25, BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT B; THENCE NORTH 00°14'00" EAST 304.04 FEET ALONG SAID LOT 25; THENCE SOUTH 89°46'00" EAST 117.85 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET AND THE POINT OF BEGINNING, CONTAINING 1.24 ACRES AND 30 UNITS. Said property now described as: Units 11-1 through 11-15 and Units 12-1 through 12-15, Eagle View Subdivision, P.U.D., Phase I, and their appurtenant limited common areas and common areas.

105355 M 0664 P 1062

EXHIBIT B

BRIGHAM INTERMOUNTAIN DEVELOPMENT (B.I.D.) PLAT B

Lots: 11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,28,29,30,35,36,37,37A,37B,38,

39,40,41,42,43,44,45,46,47,48,49,50,51,52,62

