

**FIRST AMENDED BYLAWS OF  
THE EDEN CENTER CONDOMINIUM ASSOCIATION**

**ARTICLE ONE**

**GENERAL PLAN OF OWNERSHIP**

**1.1 Name.** The name of the corporation is THE EDEN CENTER CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "Association." The principal office of the Association shall be located in Weber County, State of Utah.

**1.2 Purpose.** The purposes for which the corporation is organized are to own, operate and maintain Common Area and facilities, ("Common Area") consisting of private roads, gates, utilities, and easements, and Property and facilities thereunto appertaining in Weber County, State of Utah, for the use and benefit of the Property in The Eden Center ("Property").

The Association shall have the power to enforce the provisions of the Declaration of restrictive covenants relating to the Property. The Association shall have and exercise any and all powers, rights, and privileges, including delegation of powers as permitted by law, which a corporation organized under the Utah Non-Profit Corporation and Cooperative Association Act by law may now or hereafter have or exercise.

**1.3 Personal Application.** All present and future Owners and their tenants, future tenants, employees and any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these Bylaws and in the Declaration of Restrictive Covenants ("the Declaration") recorded or to be recorded in the Office of the Weber County Recorder and applicable to the Property.

The mere acquisition or rental of any Unit in the Property or the mere act of occupancy of any Unit in the Property will signify that these Bylaws are accepted, ratified and will be complied with.

**ARTICLE TWO**

**VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES**

**2.1 Voting Rights.** Voting rights of Members of the Association shall be as provided in the Declaration and Articles of Incorporation.

**2.2 Majority of Quorum.** Unless otherwise provided in these Bylaws or the Declaration, any action which may be taken by the Association may be taken by a majority of a quorum of the voting power of the Members of the Association.

**2.3 Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of at least a majority of the voting power of the total Membership of the Association shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which

a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**2.4 Votes.** Votes may be cast in person, by email or other electronic communication, or by proxy. Proxies must be in writing (including, but not limited to, email) and filed with the Secretary/Treasurer at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed.

## **ARTICLE THREE**

### **ADMINISTRATION**

**3.1 Association Responsibilities.** The Association shall have the responsibility of administering the Property, approving the annual budget, establishing and collecting all assessments and the management of the Property or arranging for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the Manager.

**3.2 Place of Meetings of Members.** Meetings of the Members shall be held on the Property or such other suitable place as close thereto as practicable in Weber County, State of Utah, convenient to the Owners as may be designated by the Board of Trustees. Meetings may be held in person or by electronic means of communication, such that the Members may communicate live and in real time.

**3.3 Annual Meeting of Members.** The first annual meeting of the Members shall be held within thirty (30) days after a majority of the escrows for the sale of all of the Units in the Property have closed, or within six (6) months after close of escrow for the sale of the first Unit in the Property, whichever occurs first. Thereafter, the annual meetings of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected, by ballot of the Members, a Board of Trustees in accordance with the requirements of Section 4 of Article Four of these Bylaws. At the first annual meeting, the Board of Trustees shall be elected to serve until the second annual meeting and at the second annual meeting, a Board of Trustees shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a member of the Board of Trustees resigns before the expiration of his term of office, each trustee shall hold his office until his successor has been elected and the first annual meeting involving such successor is held. The term of office of any trustee elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them. Each first mortgagee of a Unit in the Property may designate a representative to attend all annual meetings of the Members.

**3.4 Special Meeting of Members.** Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Trustees or upon a petition signed by Members holding at least fifteen percent (15%) of the voting power having been presented to the Secretary/Treasurer. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least four-fifths (4/5ths) of the voting powers of the Association, either in person or by proxy. Each first mortgagee of a Unit in the Property may designate a representative to attend all special meetings of the Members.

**3.5 Notice of Meeting of Members.** It shall be the duty of the Secretary/Treasurer to email a written notice of each annual or special meeting of Members to each Owner of record and each first mortgagee of a Unit which has filed a written request for notice with the Secretary/Treasurer, at least forty-eight (48) hours prior to the meeting. Such notice shall: (i) be delivered to the owner by email, to the email address that the owner provides to the board or 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, provide the information necessary to allow the owner to participate by the available means of electronic communication. If no email address has been furnished to the Secretary/Treasurer, notice shall be deemed to have been given to the Member if posted in a conspicuous place on the Association Property.

**3.6 Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by proxy, of the Members holding at least twenty-five percent (25%) of the voting power of the Association. Such adjourned meetings may be held without notice thereof as provided in this Article Three except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

**3.7 Order of Business.** The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of elections; (g) election of trustees; (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Association in order of their priority.

**3.8 Action Without Meeting.** Any action, which under the provision of the Utah Corporation Code, may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose and filed with the Secretary/Treasurer.

**3.9 Content of Absentees.** The transactions of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, either in person or by proxy and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**3.10 Minutes. Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary/Treasurer, shall be presumed truthfully to evidence the matters set forth therein. A recitation of the minutes of any such meeting that notice of the meeting was properly given shall be prima facia evidence that such notice was given.

## ARTICLE IV

### BOARD OF TRUSTEES

**4.1 Number and Qualifications.** The Property, business and affairs of the Association shall be governed and managed by the Board of Trustees composed of three (3) persons, each of whom, except for those appointed by Declarant, must be an Owner of a Unit in the Property. Trustees shall not receive any stated salary for their services as Trustees; provided, however, that: (1) nothing herein contained shall be construed to preclude any Trustees from serving the Association in some other capacity and receiving compensation thereof; and (2) any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**4.2 Powers and Duties.** The Board of Trustees has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are now, by law or by these Bylaws, directed to be exercised and done exclusively by the Owners. Except as provided at Section 3 of this Article relating to Management Agent, the Board of Trustees shall not enter into any service contract for a term in excess of one (1) year without the approval of a majority of Owners.

The Board of Trustees has the powers and duties necessary to adopt such Rules and Regulations as the Board of Trustees may deem necessary for the management of the Property, which Rules and Regulations shall become effective and binding after: (1) they are adopted by a majority of the Board of Trustees at a meeting called for that purpose, or by the written consent of such number of trustees attached to a copy of the Rules and Regulations of the Association; and (2) they are posted in a conspicuous place at the Property. Such Rules and Regulations may concern, without limitation, use of the Association Property, signs, parking restrictions, minimum standards of Property maintenance consistent with the Declaration, and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation, and these Bylaws.

**4.3 Management Agent.** The Board of Trustees may contract for the Association, a professional management agent at a compensation established by the Board of Trustees to perform such duties and services as the Board of Trustees shall authorize, including but not limited to, the duties listed in Section 2 of this Article IV, provided however, any such contract shall not exceed three (3) years and may be terminated by either party, without payment of a termination fee, on ninety (90) days or less written notice.

**4.4 Election and Term of Office.** At the first annual meeting of the Association, and thereafter at each annual meeting of the Members, new trustees shall be elected, by secret written ballot, by a majority of the Owners as provided in these Bylaws. In the event that an annual meeting is not held or the Board of Trustees is not elected thereat, the Board of Trustees may be elected at a special meeting of the Members held for that purpose. Each trustee shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a trustee maybe re-elected and there shall be no limitation on the number of terms during which he shall serve. Each Member may accumulate his votes for the election and removal of trustees as provided in this Article IV. At any election of the Board of Trustees, each Member may give one or more candidate for trustee a number of votes equal to the share of the voting power as set forth in the Declaration, multiplied by the number of trustees to be elected.

Notwithstanding the foregoing, whenever: (1) notice is given for an election of trustees of the Board of Trustees; and (2) upon such date, the Members other than Declarant do not have a sufficient percentage of the voting power of the Association to elect at least one trustee through the foregoing cumulative voting procedure, such notice shall also provide for the following special election procedure. Election of one trustee shall be apportioned entirely to the Members other than Declarant. Any person shall be an eligible candidate for the special election upon receipt by the Secretary/Treasurer of a "Declaration of Candidacy," signed by the candidate, at any time prior to the election. Such election shall be by secret ballot unless a majority of the Members other than the Declarant determines otherwise. The person receiving a majority of the votes cast by the Members other than Declarant shall be elected a member of the Board of Trustees in a co-equal capacity with all other trustees. The remaining members of the Board of Trustees shall be elected through the customary cumulative voting procedure outlined above.

**4.5 Vacancies.** Vacancies in the Board of Trustees caused by any reason other than the removal of a trustee by a vote of the Members of the Association shall be filled by vote of the majority of the remaining trustees, even though they may constitute less than a quorum; and each person so elected shall be a trustee until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of menial incompetence of any trustee, or in case the Members fail to elect the full number of authorized trustees at any meeting at which such election is to take place.

**4.6 Removal of Trustees.** At any regular or special meeting of the Members duly called, any *one* or more of the trustees may be removed, with or without cause, by a majority vote of the Members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any trustee whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If more than one trustee is to be removed at any one time, each Member may accumulate his votes and vote for or against such removal of one or more of the trustees in the number of votes equal to his share of the voting power as set forth in the Declaration, multiplied by the number of Trustees sought to be removed. Where the entire Board of Trustees is not removed at one time, no trustee shall be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of Members entitled to vote is divided by one plus the authorized number of trustees. If any or all of the trustees are so removed, new trustees may be elected at the same meeting. Notwithstanding the foregoing, any trustee who has been elected to office solely by the votes of Members other than Declarant pursuant to Section 4 of this Article Four may be removed from office prior to the expiration of his term of office, only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

**4.7 Organizational Meeting.** The first regular ("organization") meeting of a newly elected Board of Trustees shall be held within ten (10) days of election of the Board of Trustees, at such place as shall be fixed and announced by the trustees at the meeting at which such trustees were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected trustees in order to legally constitute such meeting, provided a majority of the whole Board of Trustees shall be present.

**4.8 Other Regular Meetings.** Other regular meetings of the Board of Trustees shall be open to the Members and may be held at such time and place within the Property as shall be determined from time to time, by a resolution adopted by a majority of a quorum of the trustees; provided, however, that such meeting shall be held not less frequently than quarterly.

Notice of regular meetings of the Board of Trustees shall be given to each trustee, personally or by email, at least forty-eight (48) hours prior to the date named for such meeting. Such notice shall state the time, place and purpose of the meeting and shall be posted at a prominent place or places within the Property.

**4.9 Special Meetings.** Special meetings of the Board of Trustees shall be open to all Members and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) trustees. At least forty-eight (48) hours' notice shall be given to each trustee, personally or by email, which notice shall state the time, place and the purpose of the meeting and shall be posted at a prominent place or places within the Property. Whenever any trustee has been absent from any special meeting of the Board of Trustees, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such trustee, as required by law and as provided herein.

**4.10 Waiver of Notice.** Before or at any meeting of the Board of Trustees, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board of Trustees shall be a waiver of notice by him of the time and place thereof. If all trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Trustees, however called and noticed or wherever held after regular call and notice, of a quorum be present, and if, either before or after the meeting each of the trustees not present signs such a written waiver of the notice, a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

**4.11 Quorum and Adjournment.** Except as otherwise expressly provided herein, at all meetings of the Board of Trustees, a majority of the trustees shall constitute a quorum for the transaction of business and the acts of the majority of the trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees there is 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.

**4.12 Action Without Meeting.** The trustees shall have the right to take any action, in the absence of a meeting, which they could take at a meeting by obtaining the vote or written consent of all of the trustees. Any action so approved shall have the same effect as though taken at a meeting of the Board of Trustees.

**4.13 Fidelity Bonds.** The Board of Trustees may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**4.14 Committees.** The Board of Trustees, by resolution may, from time to time, designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman; shall state the purposes of the committee and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board of Trustees.

## ARTICLE FIVE

### OFFICERS

**5.1 Designation.** The principal officers of the Association shall be a President, a Vice President and a Secretary/Treasurer, all of whom shall be members of the Board of Trustees. The Board of Trustees may appoint an Assistant Secretary/Treasurer, and such other officers as, in their judgment, may be necessary.

**5.2 Election of Officers.** Upon an affirmative vote of a majority of the entire Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at

any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose. Any officer may resign at any time by giving written notice to the Board of Trustees or the President or Secretary/Treasurer of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Trustees shall not be necessary to make it effective.

**5.3 Removal of Officers.** Upon an affirmative vote of a majority of the entire Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Trustees or at any special meeting of the Board of Trustees called for such purpose. Any officer may resign at any time by giving written notice to the Board of Trustees or to the President or Secretary/Treasurer of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Trustees shall not be necessary to make it effective.

**5.4 Compensation.** Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Trustees. Appointment of any officer, agent or employee shall not, of itself, create contractual rights of compensation for services performed by such officer, agent or employee, provided that no officer, employee or trustee of Declarant or any affiliate of Declarant may receive any compensation.

**5.5 President.** The President shall be a member of the Board of Trustees and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Article IV, Section 14, to appoint committees from among the Members from time to time as he may, in his discretion, decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Trustees, have general supervision, direction and control of the business of the Association. The President shall be, ex officio, a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Board of Trustees or these Bylaws.

**5.6 Vice President.** The Vice President shall be a member of the Board of Trustees and shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice President are able to act, the Board of Trustees shall appoint some other member of the Board of Trustees to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Trustees or these Bylaws or the Articles of Incorporation of the Association.

**5.7 Secretary/Treasurer.** The office of the Secretary/Treasurer shall be held by one person who shall be a member of the Board of Trustees. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association at the principal office of the Association, or at such other place as the Board of Trustees may order. The Secretary/Treasurer shall keep the seal of the Association in safe custody



and shall have charge of such books and papers as the Board of Trustees may direct; and the Secretary/Treasurer shall, in general, perform all of the duties incident to the office of Secretary/Treasurer. The Secretary/Treasurer shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Trustees required by these Bylaws or by law to be given. The Secretary/Treasurer shall maintain a book of record Owners listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary/Treasurer. The Secretary/Treasurer shall perform such other duties as may be prescribed by the Board of Trustees.

The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Secretary/Treasurer shall be responsible for 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 of Trustees. The Secretary/Treasurer shall co-sign all checks and promissory notes on behalf of the Association as may be ordered by the Board of Trustees, in accordance with the Declaration; shall render to the President and Board of Trustees, upon request, an account of all of his transactions as Secretary/Treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Board of Trustees or by these Bylaws.

## ARTICLE SIX

### OBLIGATIONS OF OWNERS

**6.1 Unit Owner Expenses.** All Owners shall timely and directly pay the Unit Owners Expenses.

**6.2 Assessments.**

- (a) All Owners are obligated to pay, in accordance with the provisions of the Declaration, all assessments imposed by the Association, to meet all expenses of the Association.
- (b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.
- (c) Assessments as to any Owner of a Unit shall commence to run upon the transfer of title from the Declarant to the Owner. For Units wherein the Declarant retains ownership, assessments shall commence to run when the Unit is substantially complete and ready for occupancy.

**6.3 Reimbursement for Repair or Replacement.** Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Property

owned by the Association. Such expenditures shall include all court costs and reasonable attorney's fees incurred in enforcing any provision of these Bylaws or the Declaration.

## ARTICLE SEVEN

### AMENDMENT TO BYLAWS

These Bylaws, the Articles of Incorporation and the Declaration, may be amended by the Association in a duly constituted meeting of the Members for such purpose. No amendment to these Bylaws shall take effect unless approved by at least a majority of a quorum of Members present, in person or by proxy, at a duly constituted regular or special meeting of the Members; provided, however, that these Bylaws may be amended by a majority of the entire Board of Trustees at any time prior to the sale of the first Unit to a purchaser from Declarant. The prior written approval of each institutional holder of a first deed of trust or lien of record made in good faith and for value on a Unit in the Property must be secured before any material amendment to these Bylaws may take effect, and this sentence may not be amended without such prior written approval. The term "institutional holder" as used herein shall mean a mortgagee which is a bank or savings and loan association or established mortgage company or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency. If any loan on a Unit in the Property is insured or guaranteed by the Federal Housing Administration (FHA) or the Veterans Administration (VA) or if the FHA or VA has committed to insure or guarantee loans on Units in the Property, the FHA or the VA shall have the right to veto amendments, provided, however, that neither the Declaration, Articles of Incorporation nor Bylaws will be amended in such a manner that the rights of any first mortgagee will be adversely affected.

## ARTICLE VIII

### MORTGAGES

**8.1 Notice to the Association.** An Owner who mortgages his Unit shall notify the Association, through the Manager or the Secretary/Treasurer of the Board of Trustees in the event there is no Manager, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units." Any such Owner shall likewise notify the Association as to the release or discharge of any such mortgage.

**8.2 Notice of Unpaid Assessments.** The Board of Trustees of the Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit, in accordance with the provisions of the Declaration.

## ARTICLE NINE

### MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration, which terms include, without limitation, "Declarant," "the Property," "Manager," "Owner," "Unit Owner Expenses," "Board of Trustees,"

“Architectural Committee,” Subdivision,” “Improvement,” “Unit,” “Articles of Incorporation,” “Member,” "Mortgage," "Mortgagee," "Assessments," "Special Assessments," "Capital Improvement Assessments," and "Reconstruction Assessments."

## **ARTICLE X**

### **CONFLICTING PROVISIONS**

In case any of these Bylaws conflict with any provision of the laws of the State of Utah, such conflicting Bylaw shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XI**

### **INDEMNIFICATION OF TRUSTEES AND OFFICERS**

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Trustees may authorize the Association to pay expenses incurred by or to satisfy a judgment or fine rendered or levied against, a present or former trustee, officer, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for the act alleged to have been committed by such person while a trustee, officer, committee member or employee; provided, however, the Board of Trustees determines, in good faith, that such trustee, officer, committee member or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this section shall apply to the estate, executor, administrator, heirs, legatees or devisees of a trustee, officer, committee member or employee, and the term "person" where used in the foregoing section, shall include the estate, executor, administrator, heirs and legatees or devisees of such person.

## **ARTICLE TWELVE**

### **MISCELLANEOUS**

**12.1 Execution of Documents.** The Board of Trustees, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association and such authority may be general or confined to specific instances: and unless so authorized by the Board of Trustees, no officer, agent, committee member or employee shall have any power or authority to bind the Association by any contract or engagement or pledge its credit or to render it liable for any purpose or in any amount.

**12.2 Inspection of Bylaws.** The Association shall keep, in its office for the transaction of business, the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary/Treasurer, which shall be open to inspection by the Owners and all first mortgagees at all reasonable times during business hours.

**12.3 Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Trustees and having been so determined, is subject to change from time to time as the Board of Trustees shall determine.

**12.4 Membership Book.** The Association shall keep and maintain, in its office for the transaction of business, a book containing the name and address of each Member. Termination or transfer of ownership of any Unit and certificate of membership by an Owner shall be recorded in the book, together with the date on which such ownership was transferred, in accordance with the provisions of the Declaration.

The foregoing By-laws of the Corporation were adopted by the Board of Trustees effective as of the 4<sup>th</sup> day of April, 2016.

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Eric K. Smith, Trustee

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Athena Steadman, Trustee

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Pat Brennan, Trustee