

After Recording Return to:
Richards Law, PC
4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124

ENT 139636:2020 PG 1 of 10
Jeffery Smith
Utah County Recorder
2020 Sep 15 08:56 AM FEE 48.00 BY JM
RECORDED FOR Richards Law, P.C.
ELECTRONICALLY RECORDED

NOTICE OF BYLAWS

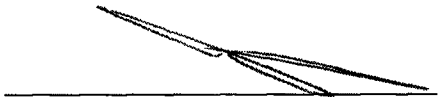
OF

UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION

The Bylaws of the Upper Whittemore Property Owners Association (“Bylaws”) have been in force and effect since 2005, and are attached hereto as **Exhibit B**. The Board of Directors of the Upper Whittemore Property Owners Association (“Association”) desires that consistent with Utah law, the attached Bylaws be recorded in the records of Utah County Recorder, State of Utah against the properties stated in **Exhibit A**.

IN WITNESS WHEREOF, UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION has executed this document for recording on this 14th day of September, 2020.

UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION



Agent of Association

STATE OF UTAH)
) ss
County of Utah)

On the 14th day of September, 2020, personally appeared before me John D. Richards, who, being first duly sworn, did say that they are the authorized Agent of the Upper Whittemore Property Owners Association and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah: Stacy Lasson

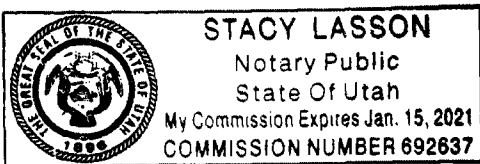


EXHIBIT A

Legal Description

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT A, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:006:0002

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT B, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:019:0046

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT C, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:026:0001

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT D, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:029:0001

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT E, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:030:0001

All Lots and Common Area, UPPER WHITTEMORE MHD PLAT F, according to the official plat thereof on file in the office of the Utah County Recorder.

First Parcel Number: 57:065:0164

EXHIBIT B

BYLAWS

OF

UPPER WHITTEMORE PROPERTY OWNERS ASSOCIATION

[Bylaws begin on following page]

BYLAWS

ARTICLE I

ASSOCIATION VOTING, MEETING, AND OFFICERS

1.01 Voting. The Association shall have a total of One hundred twenty-six (126) votes, one (1) for each lot.

1.02 Multiple Ownership. Multiple record Owners of a single Lot shall be unanimous in their single vote for such Lot; otherwise, such Lot shall not be represented by a vote. Votes may be cast in person or by proxy designated in writing and filed with the Secretary of the Association.

1.03 Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board of Directors in its notice.

1.04 Annual Meetings. Annual meetings of Members of the Association shall be held in the month of April each year beginning in the year 2006 on such day and time as is set forth in the notice therefore; provided that after the first such annual meeting, a month other than April may be chosen if it is deemed by the Members to be more convenient. At such annual meetings there shall be elected members of the Board of Directors, as needed, pursuant to the provisions of these bylaws. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

1.05 Special Meetings. The President shall call a special meeting of the Owners as directed by a resolution of the Board of Directors or a petition signed by Owners holding at least one-third (1/3) of the total votes of the Association and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefore unless consented to by two-thirds (2/3) or more of the Owners present, either in person or by proxy.

1.06 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least fourteen (14), but not more than twenty (20) days, prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

1.07 Quorum. Owners present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special, provided however, that such Members collectively be entitled to cast at least one-half (1/2) of the votes of the Association.

1.08 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called at which time the requirements for a quorum shall be reduced by one-half the number required in 1.07 above.

1.09 Officers. The Association shall have a President, a Vice-President, and a Secretary/Treasurer all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board of Directors in an organizational meeting of the Board of Directors immediately following each annual meeting of Members at which the new Board of Directors has been elected.

a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of a president of a similar type association.

b) Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President or Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

c) Secretary. The Secretary shall keep the minutes of all meetings of the Association. He shall have charge of such books and records as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

d) Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any 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 Directors.

ARTICLE II

ASSESSMENTS

2.01 Agreement to Pay Assessments. Each Owner of a Lot, by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed

or contract, shall be deemed to covenant and agree with all other Lot Owners and with the Board of Directors to pay annual assessments for the purposes provided in these bylaws. Such assessments shall be fixed, established and collected from time to time in the manner provided herein by the Board of Directors which alone shall have such power to assess.

2.02 Basis of Assessments. All assessments shall be in uniform application. The total annual assessments against all Lots shall be based upon a budget of advance estimates of past requirements by the Board of Directors to provide for the payment of all estimated Common Expenses growing out of, or connected with, the maintenance and operation of the Common Areas and/or the Project, which estimated expenses may include among other things, expenses of management, taxes, and special assessments; if any; levied by governmental authorities; premiums for all insurance which the Board of Directors is required or permitted to maintain pursuant hereto; common lighting, water, repair and maintenance of the Common Areas; wages for employees of the Board of Directors; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board of Directors for the benefit of the Owners or by reason of these bylaws.

2.03 Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Lots in proportion to their respective undivided interest in and to the Common Areas provided.

2.04 Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Board of Directors shall give written notice to each Owner as to the amount of the annual assessment with respect to his Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Board of Directors as the date of commencement of the assessment. Such annual assessment may be paid in twelve (12) equal monthly payments. The first such monthly assessment shall become due and payable thirty (30) days after a Lot Owner purchases his Lot, whether by conveyance of title or by entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month. Each monthly payment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within fifteen (15) days after such date.

2.05 Initial Fees. In addition, t shall be required to prepay at the time of Lot purchase, a one-time sum equal to the then monthly installment of the annual assessment. Such fees shall become part of the Association's general fund to be utilized as necessary and shall be in addition to monthly installments which shall commence as to an Owner when he becomes an Owner.

2.06 Special Assessments. In addition to the annual assessments authorized

hereunder, the Board of Directors may levy in any assessment year special assessments, subject to the provisions of Section 10.10 above, payable over such period as the Board of Directors may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in these bylaws. This Section shall not be construed as an independent source of authority for the Board of Directors to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized herein. Any amount assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in and to the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. A special assessment, or any portion thereof as determined by the Board of Directors, shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

2.07 Liens for Unpaid Assessments. All sums assessed to any Lot pursuant to this Article, together with interest thereon as provided herein, and all costs and expenses incurred, with or without suit or before or after judgement, in collecting delinquent accounts or foreclosing against the Lots concerned, shall be secured by a lien on such Lot in favor of the Association and, upon recording of a notice of lien by the Board of Directors, shall be a lien upon the Lot prior to all other liens and encumbrances, recorded or unrecorded, except:

- a) Tax and special assessment liens on the Lot in favor of any assessing agency or special improvement district; and
- b) Liens of Mortgages; and
- c) Any other encumbrances on the interest of the Lot Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

To evidence a lien for sums assessed pursuant to this Article, the Board of Directors shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by or on behalf of the Board of Directors and may be recorded in the office of the County Recorder of Utah County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Board of Directors in the same manner in which a mortgage or trust deed on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay the Board of Directors any assessments against the Lot which shall become due during the

period of foreclosure. The Board of Directors shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and, if it is the purchaser, to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the subject Lot as the Owner thereof.

2.08 Release of Lien. A release of notice of lien shall be executed by the Board of Directors and recorded in the office of the County Recorder of Utah County, Utah, upon payment of all sums owed and secured by a lien, which has been the subject of a recorded notice of lien.

2.09 Payment of Encumbrancer. Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any amounts secured by the lien created by this Article, and upon such payments such encumbrancer shall be subrogated to all rights of the Board of Directors with respect to such lien, including priority. The Board of Directors, upon written request, and evidenced of such encumbrance, shall report to any encumbrancer of Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due.

2.10 Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Board of Directors, as agent for the Association. No Owner may avoid, diminish or abate such personal obligation by waiver of the use and enjoyment of any of the Common Areas, by abandonment of his Lot, or by making a claim for inconvenience or discomfort caused by construction or repairs within the Project.

2.11 Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed fifteen dollars (\$15.00) and upon written request of any Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, the Board of Directors shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current annual assessment and the portion thereof, if any, which has then been paid; and credit for advance payments of prepaid items, including but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall obligate the Board of Directors in favor of persons who rely thereon in good faith.

2.12 Purchaser's Obligation. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against the Lot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE III

GENERAL PROVISIONS

3.01 Enforcement. Each Lot Owner shall comply strictly with the

provisions of these Bylaws, the Upper Whittemore Property Owners Association Protective Covenants, the administrative rules and regulations promulgated pursuant thereto as the same may be lawfully adopted from time to time, and with the decisions adopted pursuant to these bylaws, Bylaws and such administrative rules and regulations. Defaulting Lot Owners shall pay all costs and expenses incurred in enforcing the provisions hereof, including reasonable attorney's fees and costs and moneys paid and due for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association of Lot Owners.

3.02 Amendments. Except as provided by below, the vote of at least sixty six percent (66.00%) of the Lot Owners shall be required to amend these bylaws. (including the Association Bylaws set forth herein) or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Board of Directors. In such instrument the Board of Directors shall certify that the vote required by this Section for amendment has occurred.

3.03 Consent Equivalent to Vote. In those cases in which the Act or these bylaws required the vote of a stated percentage of the Project's undivided ownership interest for the authorization of approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Lot Owners who collectively hold at least the necessary percentage of undivided ownership interest.

3.04 Covenants to Run with Land. These bylaws and all the provisions hereof shall constitute covenants to run with the land, and/or equitable servitude, as the case may be, and shall be binding upon and inure to the benefit of all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, lessees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the Act, the provisions of these bylaws, and failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association of Lot Owners, or, in a proper case, by an aggrieved Lot Owner. By acquiring any interest in a Lot or in the Project, the party acquiring such interest consents and agrees to be bound by each and every provision of these bylaws.

3.05 Agent for Service of Process. GARY H. WEIGHT is designated initially as the person to receive service of process in cases authorized by the . The initial address for service of process shall be, 290 West Center, Provo, UT 84601. However, the Board of Directors shall have the right to appoint a successor agent for service of process who shall be a resident of Utah County, Utah. Such successor and his or her address shall be specified by an appropriate amendment filed in the office of the Recorder of Utah County, Utah.

3.06 Waiver. No provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective

of time lapse or the number of violations or breaches which may occur.

3.07 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the plural the singular. The use of any gender shall include all genders.

3.08 Severability. If any of the provisions of these bylaws is found to be invalid, such invalidity shall not affect the validity of the remainder of the Bylaws, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected by such invalidity.

3.09 Topical Headings. The headings appearing at the beginning of the Sections or Articles of these bylaws are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of these bylaws or any Section or provision hereof.

IN WITNESS WHEREOF, the Board of Directors has caused this instrument to be executed the day and year first set forth above.

ROYAL CHAMBERLAIN, Director

SHAUNA WOODS, Director

GARY H. WEIGHT, Director