

**2022 Amended and Restated**

**BY-LAWS**

**OF**

**ASPEN GROVE TOWNHOMES ASSOCIATION**

**ARTICLE I**

NAME AND LOCATION: The name of the corporation is Aspen Grove Townhomes Association, hereinafter referred to as the “Association.” Meetings of members and directors may be held at such places within the state of Wyoming, county of Uinta, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS:**

Section 1: “Association” shall mean and refer to the Aspen Grove Townhomes Association, a Wyoming non-profit corporation, its successors and assigns.

Section 2: “Properties” shall mean and refer to certain real property and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to these bylaws, as amended.

Section 3: “Common Area” shall mean all real property (including the improvements) owned by the Association for the common use and enjoyment of the owners.

Section 4: “Limited Common Area” shall mean and refer to any Unit’s patio area, and the Unit’s assigned automobile parking space.

Section 5: “Unit” shall mean and refer to any constructed dwelling shown upon any recorded subdivision map of the properties, except the common areas and the limited common areas.

Section 6: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, which is part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of obligations.

Section 7: Omitted.

Section 8: Omitted.

Section 9: “Member” shall mean and refer to each person who is an owner of a unit which is subject to assessment by the Association and is in good standing. To be in Good Standing, the

owner must be current in all association dues (be not more than 30 days past due) and any fines, etc. have been paid.

Section 10: Dues: A monthly recurring fee determined by the association and used to pay the usual and ordinary expenses of the association.

Section 11: Incidental Assessments: Monthly additions to the regular monthly dues used to cover costs of association projects or irregular expenses up to a total of \$12,000 with an increase in the monthly dues not to exceed \$20.00 per month. See Article VII, Section 1.1

Section 12: Special Assessments: Monthly additions to the regular monthly dues, separate from Incidental Assessments, used to cover costs of association projects or irregular expenses over \$12,000. These assessments must be voted on and approved by the membership of the Association as described in Article III, Sections 2 and 3.

Section 13: Quorum: The minimum number of Members of the Association that must be present in order to conduct business at a member meeting as described in Article III.

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1: The Annual Membership Meeting shall be held each year in October unless changed by a majority vote of the Board of Directors and the membership notified of the proposed change. Notice of the date of the annual meeting along with location and time shall be provided to the members at least 30 days prior to the meeting date.

Section 2: An Annual Meeting Quorum shall consist of one-tenth (1/10) of all Association members, either represented in person, by a signed and mailed ballot or by submission of a signed proxy. All proxies are only valid for the approved meeting and become void when that meeting ends. If a quorum shall not be present at the annual meeting, it shall be adjourned until such time as a new annual meeting date is set by the Board, and 30-day notice is given to the members. Each unit will be entitled to one vote, regardless of the number of joint owners on the deed, or in attendance at the meeting. All ballots must be received before the annual meeting in order to be counted.

Section 3: Special meetings of the members may be called at any time, by the Board of Directors, or upon written request of one-fourth (1/4) of all the members. Not less than 10 days' notice shall be provided of the special meeting date, time and location.

### ARTICLE IV

#### BOARD OF DIRECTORS AND TERMS OF OFFICE

Section 1: The affairs of the Association shall be managed by a board of seven (7) Directors, elected from the members of the association.

Section 2: The term of office shall be staggered, and each Director will be elected to a three (3) year term.

Section 3: Any Director may be removed from the Board, with cause, by a majority vote of the members of the Board, or may be removed for missing three (3) non-excused Board meetings in a twelve-month period. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting. A Director may attend via electronic methods and be counted in attendance. If a director is not in attendance at a board meeting, the attending board members will determine by majority vote at that meeting if the absence is excused or non-excused.

Section 4: Each Director shall receive a reduction of 50% in association dues each month. This reduction shall apply to regular association dues only and does not apply to special or incidental assessments. This reduction will be reported to the IRS and a 1099 NEC form will be sent to each Director at the end of the year. Board of Directors may be reimbursed for actual expenses incurred in the performance of their duties as approved by the board.

Section 5: Action may be taken by the Board without a meeting, provided the majority of the Board unanimously consents to such action, in writing without a meeting. Any and all action taken by unanimous written consent shall be made part of the record of the Board.

Section 6: The Association Board of Director's shall have a Chairman, a Vice-Chairman and a Secretary, elected by the board of directors from the board members. The officers' term shall be for one year from the first regular board meeting after the annual meeting until the end of the next annual meeting. Officers may be re-elected at the next regular board meeting.

Section 7: The names of the board of directors shall be posted on the Association's website along with the email addresses and/or phone numbers of the officers.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a director, as Chairperson of the committee, and two or more members of the Association, none of whom are running for election. The Nominating Committee shall be appointed by the Board of Directors prior to each annual members meeting and will serve to the conclusion of such annual meeting. The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are required to be filled.

Nominations may also be made at the annual meeting by any member authorized to vote at the meeting.

Section 2: Election to the Board of Directors shall be by secret, written ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise, under the provisions of the Declaration. Each member is allowed one vote for each unit owned. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted, and any ballot received with cumulative voting will be rejected.

## ARTICLE VI

### MEETINGS Of THE Board of DIRECTORS

Section 1: Regular meetings of the Board of Directors shall be held every month, at such a place and hour as may be fixed, from time to time, by a resolution of the Board.

Section 2: Special meetings of the Board of Directors may be held, when called for by a majority of the Board of Directors, at least three (3) days' notice shall be given to each Director of the place and hour of the meeting and the notice shall specify the nature and scope of the item(s) to be discussed.

Section 3: A majority of the total number of Directors shall constitute a quorum for the transaction of the business. Attendance at all meetings will be recorded by the secretary and noted in the minutes for that meeting. Every act or decision made, by majority of the Directors present, at a duly held meeting, at which a quorum is present, shall be regarded as the act of the whole Board. Board members attending by electronic device are considered present and will be noted in the minutes as such.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing:
  - (i) the use of the Common and Limited Common Area and facilities:
  - (ii) establish penalties for any infractions of the rules and regulations.
  
- (b) Suspend a member's voting rights and the right to use the recreational facilities during any period in which said member shall be in default in the payment of any assessment and/or dues (as described in Article XI) levied by the Association. Voting rights and the right to use the recreational facility may also be suspended, after a notice and opportunity to be heard, for the following reasons:

- (i) Failure to pay association fines including late fees on delinquent DUES;
- (ii) Failure to pay any judgment owed to the association.
- (iii) Exercise, for the Association, all power, duties, and authority vested in this Association, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Covenants, Conditions and Restrictions, including placement and foreclosure of liens against any property for which assessments have not been paid. The Association shall not be responsible for maintaining mechanical systems, including but not limited to, heating, plumbing, electrical systems and fixtures together with exterior and interior doors and windows including skylights, interior wall coverings and appliances. In addition, in the event of any loss by casualty, the owner shall be responsible for any deductible incurred to the association. In the case of multiple unit casualties, such amounts shall be shared pro rata.

In the event the need for exterior or interior repair of a unit or repair to the Association's property is made necessary through the willful or negligent act(s) of the owner, or owner's guests, agents or invitees, or through the willful or negligent act(s) of the owner's tenants, the tenants' guests, agents or invitees, any such repair costs shall be added to and become part of the fines to which the owner is subject. The owner of the unit is responsible for all damages, infractions and fines levied against guests or tenants of their property, and are responsible to make sure tenants receive a copy of the bylaws and covenants.

- (c) Employ a manager or independent contractor as deemed necessary and to prescribe their duties.
- (d) To borrow up to \$12,000.00, by a majority vote of the Board of Directors, for incidental assessment projects. The total debt limit at any time for this type of loan shall not exceed \$12,000.00.
  - a. To repay this loan, the Board may approve and employ an incidental monthly assessment of up to a total of \$20.00 per unit, in addition to the regular monthly dues. There shall be one (1) written notice of each incidental assessment, sent to every owner at least 30 days in advance of the assessment.
  - b. Any borrowing that requires the use of HOA property as security, shall require a majority vote of the membership.
- (e) To borrow amounts over \$12,000.00, by a majority vote of the membership, for special assessment projects. These types of assessments shall be limited to one (1) special assessment in effect at any given time.
  - a. To repay this loan, the Board may approve and employ a special monthly assessment, as approved by the membership, in addition to the regular monthly

dues. There shall be one (1) written notice of each special assessment, sent to every owner at least 30 days in advance of that assessment.

The amount of any loan shall be for improvements, determined by the Board, that enhance the value of the properties. All funds raised and expenses incurred shall be accounted for separately and reported on the monthly financial statements. Such statements shall be posted on the association's website. When the loan has been paid, the incidental or special assessment shall end. Any promissory notes and security agreements shall be signed by two members of the Board, one of which must be an officer.

Section 2: It shall be the duty of the Board of Directors to:

- (a) Keep a complete record of all acts and affairs of the association.
- (b) Supervise all officers, agents, and contractors of the Association and see that their duties are properly performed.
- (c) To take whatever collection measures are deemed necessary to collect any dues, fines, or assessments that are 30 days past due. This may include such action as assigning the obligation to a collection agency, a written attorney letter, obtaining a judgment and a lien, and beginning foreclosure against the owner's property.
- (d) Issue, or to cause an appropriate officer to issue, upon request of any owner or title company, a certificate setting forth whether or not any assessment, dues, or fines are outstanding. A reasonable charge may be set by the Board for the issuance of said certificate. If a certificate states all assessments, dues, or fines have been paid, such certificate shall be conclusive of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Declare the office of a member of the Board of Directors to be vacant due to absences as per the requirements of Article IV Section 3.
- (g) Bond all officers and contractors having financial responsibilities to the association.
- (h) Cause the Common Area to be maintained and enforce the maintenance of the Limited Common Area to include snow removal and property sanitation.
- (i) Cause the exterior of the units to be maintained. Owners are responsible for the maintenance of their limited common area, to keep them clean and free of clutter and snow. All maintenance of skylights, except where it involves the roof itself, is the responsibility of the owner.

Section 3: Release of Liability

Members of the Board of Directors, officers and agents of the Association

- (a) Shall not be liable to the membership as a result of their activities, such as for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or gross neglect.
- (b) Shall have no personal liability in contract to any member or other person or entity under any agreement, instrument or transaction entered into by them, on behalf of the Association.
- (c) Shall have no personal liability in tort to any owner, person or entity, direct or imputed, by virtue of acts performed by them or for them in their capacity.
- (d) Shall have no personal liability from the use or misuse of the condition of the properties, which might in any way be assessed against them as a result, or by virtue of their capacity. The Association and Owners shall indemnify and hold harmless any person, their heirs and personal representatives, from all personal liability and expenses including counsel fees, incurred or imposed, arising from settlement of any threatened, pending or completed action, suit or proceeding; whether civil, criminal, administrative or investigative, instituted by any one or more members, or any other persons or entities to which is threatened, to be made a party by reason of the fact that they are a member of the Board of Directors or an officer or agent of the Association. Such liability or expense shall not be attributable to their willful misconduct or bad faith, provided in the case of any settlement, the Board of Directors shall have approved the settlement, which is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any rights to which said person may be entitled as a matter of law or agreement or vote of the members, Board of Directors or otherwise. The indemnification by the Association and owners, as contained herein, shall be paid by the Board of Directors, on behalf of the owners, and shall constitute an expense and shall be assessed and collectible as such.

## ARTICLE VIII

### OFFICERS AND DUTIES

Section 1: Enumeration of Corporate Officers: The corporate officers of this Association shall be a President and Vice-President, a Secretary and a Treasurer, and other officers the Board may create as necessary. Officers of the Board of Directors may also serve as corporate officers, by appointment by a majority of the Board.

Section 2: Election of Corporate Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting. The term for each of the officers will be one (1) year.

Section 3: Special Appointments: The Board may elect other corporate officers, as the affairs of the Association require, each of whom shall hold office for one year. Officers will have such authority and perform such duties as the Board may determine.

Section 4: Resignation and Removal: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board President or secretary. Such resignation shall take effect on the date of receipt of said notice. Acceptance of such resignation shall not be necessary to make it effective.

Section 5: Vacancies: A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 6: Multiple Offices: No person shall simultaneously hold more than one (1) office, except in the case of special offices, created pursuant to Article VIII, Section 3. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Article VIII, Section 3. Officers of the Board of Directors may also serve in any of the offices of the corporation.

Section 7: The duties of the corporate officers are as follows:

#### **PRESIDENT**

The president shall preside at all corporate meetings, shall see that corporate responsibilities and resolutions of the Board are carried out, shall sign all easements, mortgages, deeds and other written documents, and shall co-sign all checks and promissory notes, as authorized by the Board of Directors. The president shall cause a review of the Association's books to be made by a competent accountant at the completion of the fiscal year.

#### **VICE-PRESIDENT**

The vice-president shall act in the place of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

#### **SECRETARY**

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate seal; keep appropriate records showing the members of the Association together, with their contact information, and shall perform other duties as required by the corporate officers.

#### **TREASURER**

The treasurer shall receive and deposit all monies of the Association and shall disburse such funds as directed by the Board president, and later ratified by the Board of Directors; shall be able to sign checks as directed by the corporate officers, keep proper books of account; shall participate with corporate officers in preparing an annual budget; shall prepare financial



statements (balance sheet, profit and loss, other relevant reports) to be presented to the membership at the annual meeting; prepare financial reports to be given at each regularly scheduled Board of Directors meetings. However, any member, at his/her own expense, may cause the books to be examined or audited by a public accountant.

## ARTICLE IX

### BOARD COMMITTEES

The Association shall appoint an Architectural Control, Nominating, Grievance, Maintenance, Financial, and any other committees as needed. Each committee shall be chaired by a member of the Board of Directors. Committees may be single person committees or as many committee members as deemed necessary to successfully fulfill the committee responsibility. Members of the committee other than the chair can be members or other persons with the expertise to accomplish the committee responsibilities.

## ARTICLE X

The books, records, and papers of the Associations shall be subject to inspection by any member, during reasonable business hours.

## ARTICLE XI

Each member is obligated to pay to the Association monthly dues, assessments, and fines which are occurred by a continuing lien on the property against which the dues, assessments, and fines are made. Any dues, assessments, or fines not paid when due shall be delinquent. If the dues, assessments, or fines are not paid within 30 days after the due date, they shall incur a late fee from the date of delinquency at the rate of \$11 per month. The Association may bring an action of law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. Interest, cost, and reasonable attorney's fees for such action shall be added to the amount outstanding. No owner may waive or otherwise escape liability for the dues, assessments, or fines provided for herein by nonuse of the common area or abandonment of his/her unit.

## ARTICLE XII

The Association shall have a seal or stamp in a form having within its perimeter the words:  
**Aspen Grove Townhomes Association.**

## ARTICLE XIII

### AMENDMENTS

Section 1: These By-Laws may be amended at a regular annual or special meeting of the members, by a vote of the majority of a quorum of members present, in person, via electronic means, or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and the By-Laws, the Declaration shall control.

#### ARTICLE XIV

##### ENFORCEMENT

The violation of any administrative rules or regulations adopted by the Board of Directors or the breach of any provision contained herein, or the breach of any provision of the Declaration of Covenants, Conditions and Restrictions, shall give the Board of Directors the right in addition to any other rights set forth in these By-Laws, to:

- (a) After notice and opportunity to be heard, to enter the unit in which such violation or breach exists and to summarily abate and remove at the expense of the defaulting owner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed equity in any manner of trespass; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, to continuance of any such breach.

ARTICLE XV

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

IN WITNESS WHEREOF, the Directors of Aspen Grove Townhomes Association have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2022

CHAIR \_\_\_\_\_

VICE-CHAIR \_\_\_\_\_

SECRETARY \_\_\_\_\_

BOARD MEMBER \_\_\_\_\_

BOARD MEMBER \_\_\_\_\_

BOARD MEMBER \_\_\_\_\_

BOARD MEMBER \_\_\_\_\_