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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIELDS AT DRAPER  
PO BOX 526109  
SLC UT 84152-6109  
BY: CDC, DEPUTY - WI 14 P.

After Recording, Return To:

Troy Burnett  
ManageCo  
PO Box 526109  
SLC, UT 84152-6109

**NOTICE OF AMENDED AND RESTATED BYLAWS  
of  
THE FIELDS AT DRAPER CONDOMINIUMS ASSOCIATION,  
a Utah nonprofit corporation**

This Notice of Amended and Restated Bylaws is executed on behalf of The Fields at Draper Condominiums Association, a Utah nonprofit corporation (the "Association"), with respect to the following.

**RECITALS**

A. The Association is a Utah nonprofit corporation, which was formed and exists to serve as the association of unit owners with respect to The Fields at Draper Condominiums, which is the subject of that certain Amended and Restated Declaration of Condominium of The Fields at Draper Condominiums, which was recorded in the Salt Lake County Recorder's Office on September 23, 1998, in Book 8101, at Pages 1454, as Entry No. 7095024 (the "Declaration").

B. The condominium units (the "Units") that are subject to the Declaration, and which are affected by this Notice, are located in Salt Lake County, Utah, and are more particularly described in Exhibit "A" attached hereto.

C. It has come to the attention of the Association that an executed copy of the Bylaws of the Association should be recorded.

## **EXHIBIT "A"**

### **PROPERTY AFFECTED BY NOTICE**

The real property affected by the foregoing Notice is located in Salt Lake County, Utah, and is more particularly described as follows:

Units 1001 through 1034 of Phase 1,  
Units 1035 through 1063 of Phase 2,  
Units 1064 through 1095 of Phase 3,  
Units 1096 through 1108 of Phase 4,  
Units 1109 through 1115 of Phase 5,  
Units 1116 through 1123 of Phase 6,  
Units 1124 through 1135 of Phase 7,  
Units 1136 through 1144 of Phase 8,  
Units 1145 through 1151 of Phase 9,  
Units 1152 through 1158 of Phase 10,  
Units 1159 through 1168 of Phase 11,  
Units 1169 through 1174 of Phase 12,  
Units 1175 through 1184 of Phase 13,  
Units 1185 through 1192 of Phase 14.

Tax Parcel Nos. 34-07-101-001 through 34-07-101-097  
and 34-07-131-001 through 34-07-131-043  
and 34-07-103-001 through 34-07-103-018  
and 34-07-132-001 through 34-07-132-008  
and 34-07-132-010 through 34-07-132-020  
and 34-07-132-022 through 34-07-132-028  
and 34-07-352-003 through 34-07-352-013  
and 34-07-352-015 through 34-07-352-023

**EXHIBIT "B"**

Executed Copy of the Amended and Restated Bylaws  
of The Fields at Draper Condominiums, a Utah nonprofit corporation

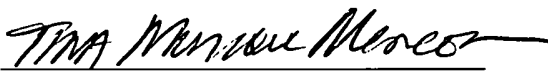
[See attached.]

Based upon the foregoing, the Association hereby gives notice that the Amended and Restated Bylaws of the Association, an executed copy of which is attached hereto as Exhibit "B," constitute the Bylaws of the Association.

DATED this 25<sup>th</sup> day of March, 2013.

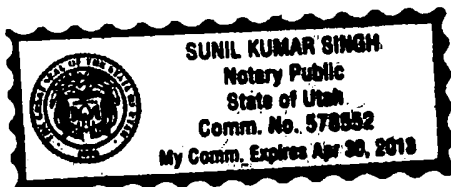
THE FIELDS AT DRAPER CONDOMINIUMS  
ASSOCIATION, a Utah nonprofit corporation

By   
Ryan Kendrick, Its President

By   
Tina Mercer, Its Secretary

STATE OF UTAH                     )  
   : ss.  
COUNTY OF SALT LAKE    )

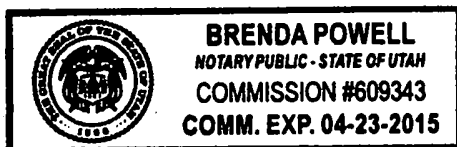
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2013, by Ryan Kendrick as the President of The Fields at Draper Condominiums Association, a Utah nonprofit corporation.



  
Notary Public

STATE OF UTAH                     )  
   : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 25 day of March, 2013, by Tina Mercer as the Secretary of The Fields at Draper Condominiums Association, a Utah nonprofit corporation.



  
Notary Public

**AMENDED AND RESTATED BYLAWS OF  
THE FIELDS AT DRAPER CONDOMINIUMS ASSOCIATION**  
A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act (the "Act"), and pursuant to specific authority granted by Article XI of its Articles of Incorporation, the Management Committee of The Fields at Draper Condominiums Association, a Utah nonprofit corporation, hereby adopts the following Amended and Restated Bylaws for such nonprofit corporation.

**ARTICLE I**  
Name and Principal Office

1.1 Name. The name of the nonprofit corporation is The Fields at Draper Condominiums Association (the "Association").

1.2 Offices. The principal office of the Association shall be at The Fields at Draper Condominiums, a Utah Condominium Project, located at 9345 South 1300 East, Sandy, Utah 84094 (the "Project").

**ARTICLE II**  
Definitions

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of the Project (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE III**  
Members

3.1 Annual Meetings. The annual meeting of Members shall be held on the second Tuesday of April of each year at 7:00 p.m., beginning with the year following the year in which the Articles are filed, for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the Management Committee, the President, or upon the written request of Members holding not less than thirty-three percent (33 %) of the Allocated Interest of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.3 Place of Meetings. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be the Member's registered address for purposes of notice in this Section 3.4.

3.5 Members of Record. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members, the presence of Members holding, or of holders of proxies entitled to cast, more than fifty percent (50%) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business. If the required quorum is not present at the first meeting or any subsequent meeting, another meeting may be called, subject to the notice requirement set forth herein, at which a quorum shall be one-half ( $\frac{1}{2}$ ) of the quorum that was required at the immediately preceding meeting. No such subsequent meeting

shall be held more than forty-five (45) days following the immediately preceding meeting.

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act must have been executed by all the Members of such Unit or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Committee Members shall be by secret ballot. When more than one Person owns an interest in a Unit, such Persons shall designate to the Association, in writing, a representative whom shall exercise the vote for such Unit on behalf of all Co-Owner's of the Unit. In no event shall fractional votes be exercised in respect to any Unit.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies and the method of ascertaining Members present shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter of such meeting.

#### ARTICLE IV Management Committee

4.1 General Powers. The property, affairs and business of the Association shall be managed by a Board of Trustees to be known as the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act or the Articles, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Management Committee may by written contract delegate, in whole

or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable.

4.2 Number. Tenure and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of three (3) persons, each of whom, except for those appointed and serving as first Committee Members, must either be an Owner of a Unit, a spouse of an Owner or an agent of Declarant, for so long as Declarant owns a Unit in the Project. At each annual meeting, the Members shall elect for terms of one (1) year each the appropriate number of Committee Members to fill vacancies by expiring terms of Committee Members. All Committee Members, except such members appointed by Declarant, shall be Members of the Association.

4.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made the place of the meeting shall be at the principal office of the Association.

4.4 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Management Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within the State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual members shall have no powers as such.

4.6 Compensation. No Committee Member shall receive compensation for any services that such member may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee.



4.7 Resignation and Removal. A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Management Committee Member, except such member appointed by Declarant, may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51 %) of the Allocated Interest of the Association at a special meeting of the Members duly called for such purpose. A Committee Member appointed by Declarant may be removed at any time, with or without cause, by the Declarant.

4.8 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee Member (other than such member appointed by Declarant), the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, though less than a quorum, in any way approved by such Committee Members at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Members or if the authorized number of Committee Members shall be increased, such vacancies or newly created Committee Memberships may be filled by election by the Members at the meeting at which such Committee Member is removed or new Committee Membership is created. If vacancies shall occur in the Management Committee by reason of death, resignation or removal of a Committee Member appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Committee Membership, as the case may be.

4.9 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

## ARTICLE V Officers

5.1 Officers. The officers of the Association shall be a President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Management Committee.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at a regular meeting of the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification or removal in the manner provided in these

Bylaws, whichever first occurs. Any person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Secretary and Treasurer shall be and remain Committee Members of the Association during the entire term of their respective offices. No other officer need be a Committee Member.

5.3 Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Committee Members of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things as required by the Management Committee.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same, and shall perform such other duties as required by the Management Committee.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and, when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee.

5.9 Compensation. No officer shall receive compensation for any services rendered

to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Management Committee.

## ARTICLE VI Committees

6.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Committee Members. No committee member shall receive compensation for services rendered to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Management Committee.

6.2 Proceeding of Committees. The Management Committee may designate one or more committees, each of which shall consist of two or more Committee Members. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority of the Management Committee subject to Section 16-6-38 of the Act, as amended, or a similar provision then in effect.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of the such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it thereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized

membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

## ARTICLE VII Indemnification

7.1 Indemnification. No Committee Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Committee Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Committee Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Committee Member having heretofore or hereafter been a Committee Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Committee Members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was serving at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted

against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## ARTICLE VIII Fiscal Year and Seal

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

8.2 Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

## ARTICLE IX Rules and Regulations

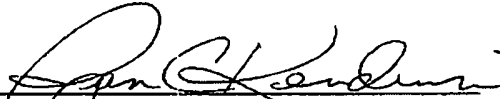
9.1 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration, these Bylaws or by law. The Members shall be provided with copies of all rules and regulations adopted by the Management Committee, and with copies of all amendments and revisions thereof.

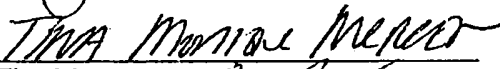
## ARTICLE X Amendments

10.1 Amendments. Except as otherwise provided by law, by the Articles, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the Allocated Interest of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, Utah. Notwithstanding the foregoing, after the Department of Veterans Affairs has approved the Condominium Project, these Bylaws may not be amended or the Condominium Project and the Association merged into


a successor condominium regime without the prior written approval of the Department of Veterans Affairs.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Management Committee of The Fields at Draper Condominiums Association have executed these Amended and Restated Bylaws on this 25<sup>th</sup> day of March, 2013.

  
Ryan Kendrick, President

  
Tina Mercer

  
Robin Fravel

  
David McKay


#### CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of The Fields at Draper Condominiums Association, a Utah nonprofit corporation (the "Association"), and

THAT the foregoing Amended and Restated Bylaws constitute the Bylaws of said Association, as duly adopted by the Management Committee of the Association, as of the \_\_\_\_ day of March, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 25<sup>th</sup> day of March, 2013.

  
Tina Mercer  
Secretary