

## BYLAWS OF SOUTH FORK ESTATES OWNERS ASSOCIATION

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The following are the Bylaws of South Fork Estates Owners Association (“Bylaws”), a Utah nonprofit corporation (“Association”). These Bylaws shall replace any prior bylaws and any amendments thereto through the date these Bylaws are recorded with the Salt Lake County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

### RECITALS

- (A) No prior bylaws have been adopted for the Association.
- (B) The Board of Directors, consistent with Utah Code § 16-6a-206(1)(a), hereby adopt these Bylaws for the Association and shall cause them to be recorded in the Salt Lake County Recorder’s Office.
- (C) These Recitals are made a part of these Bylaws.

### ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions Agreements and Restrictions South Fork Estates, as amended (“Declaration”).

### ARTICLE II MEETINGS OF OWNERS

**Section 2.1 Annual Meetings.** An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time, and location of the annual meeting in accordance with Section 2.3 below, which locations may include virtual or electronically held meetings through available technology.

**Section 2.2 Special Meetings.** Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

**Section 2.3 Notice of Meetings.** Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email, electronic communication, US mail, or personal delivery. Notice shall be provided at least ten (10) days before a meeting, but no more than ninety (90) days, to each Owner at the email address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall

be sent via U.S. First Class Mail and effective being post marked. Personal delivery shall be effective upon delivering it to a resident at the Dwelling.

- (a) Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- (b) Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

**Section 2.4 Quorum.** Unless otherwise specifically set forth in the Governing Documents, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may, by motion of the Board in its sole discretion, vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

**Section 2.5 Proxies.** At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board, including electronic delivery as provided for in the proxy form provided by the Association. Any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

**Section 2.6 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures regarding conduct at an Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription, or combination) any Association meeting, work session, event, get-together, or similar event regardless of the location of such event without permission of a majority of Association members present at the meeting. Nothing in this provision restricts the right of Members to take personal notes during an Association meeting.

**Section 2.7 Action Taken Without a Meeting (Absentee Voting).** Under the direction of the Board, any action that may be taken at any annual or special meetings of Owners may be taken without a meeting through use of ballots or other written documents. The Board may obtain such approvals and conduct business in person, through mail, and/or

email/electronic communications. Such documents must set forth the proposed action and provide the option of voting for or against each proposed action. The document must specify the period of time, up to 90 days, during which the Association shall accept responses. Following this period, the Association should provide notice of the outcome of the vote. Unless a different approval percentage for the action is specifically set forth in the Governing Documents, the action must be approved by a majority of all eligible votes.

**Section 2.8 Voting.** Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting or ballot initiative shall be deemed in good standing and eligible vote.

## **ARTICLE III** **BOARD, SELECTION AND TERM OF OFFICE**

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) directors elected by the Members. Following their initial election to the Board, one Director shall serve for one (1) year, one Director for two (2) years, and one Director for three (3), as determined by the initially elected officers. Thereafter, all Directors shall serve for three-year terms, resulting in staggered terms of office for the Directors. The members of the Board shall serve until their respective successors are elected, or until their death, resignation, or removal. Board members may be elected to successive terms. Upon the initial recordation of these Bylaws, the Board may make any necessary adjustments to establish the staggered terms, as set forth herein.

**Section 3.2 Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Dwelling and who utilizes the Dwelling as their primary residence and must be current on all Association assessments and charges. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

**Section 3.3 Resignation & Removal.** A Director may resign at any time by delivering a written resignation to another Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. A Director may also be removed and replaced by the Board if a Director has three, consecutive and unexcused absences from scheduled Board Meetings. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his/her predecessor.

**Section 3.4 Compensation.** No Director shall receive compensation for his service on the Board of Directors. A Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

**Section 3.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval from all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

**Section 3.6 No Estoppel or Reliance.** No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

**Section 3.7 Records Retention.** The Board may take appropriate action to develop, implement and update procedures for record retention.

## **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

**Section 4.1 Nomination.** Nomination for election to the Board may be made by the Board, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board.

**Section 4.2 Election.** The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized (*i.e.*, if two director positions are open, a Member must vote for two candidates and may not vote twice for a single candidate).

## **ARTICLE V MEETINGS OF THE BOARD**

**Section 5.1 Regular Meetings.** Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

- (a) Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

**Section 5.2 Special Meetings.** When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called.

**Section 5.3 Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business.

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

(a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription, or combination) any Board meeting, work session, or similar event regardless of the location of such event without authorization from the Board.

**Section 5.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE VI** **POWERS AND DUTIES OF THE BOARD**

**Section 6.1 Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate authority to a Manager only upon receiving approval by 67% of Members eligible to vote.

## **ARTICLE VII** **OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, secretary, and treasurer, or such other officers as appointed by the Board.

**Section 7.2 Appointment of Officers to their Positions.** The appointment of officers to their positions shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their appointed office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

**Section 7.3 Resignation and Removal.** Any officer may resign their office at any time by delivering a written resignation to any Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed from their office and replaced by a majority of the Board of Directors at any time, with or without cause. Removal from the Board shall be in accordance with Article III. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

**Section 7.4 Duties.** The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

## **ARTICLE VIII COMMITTEES**

**Section 8.1 Committees.** The Board may appoint such committees as deemed appropriate to carry out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.1 Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 180 days following the meeting.

**Section 9.2 Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

**Section 9.3 Irregularities that Cannot Be Waived.** Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the Governing Documents or Utah law may not be waived.

**Section 9.4 Amendment.** These Bylaws may be amended by the unanimous approval of the Directors or no less than sixty-seven percent (67%) of all Members eligible to vote.

**Section 9.5 Fiscal Year.** 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, except that the first fiscal year shall begin on the date of incorporation.

**Section 9.6 Deposit and Investments.** The Association's funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposit. Other

investment options that may pose additional risks must be approved by at least 51% of the total membership eligible to vote prior to such investments being made.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake County Recorder, State of Utah.

Executed this 21<sup>st</sup> day of November, 2022

SOUTH FORK ESTATES OWNERS ASSOCIATION

By:

Jessalyn Staley

Its: President

STATE OF UTAH )  
: ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2022, Jessalyn Marie Staley, who by me being duly sworn, did say that he/she is the President for South Fork Estates Owners Association.

Morgan Rikli  
Notary Public

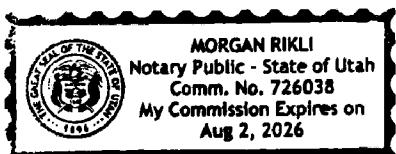


EXHIBIT "A"

All of Lots 1 – 26, including common area, South Fork Estates Amended and Extended Subdivision, according to the official plat thereof recorded in the office of the Salt Lake County Recorder, Utah.

Tax I.D. Nos. 34-07-201-033 - 059