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REVISED AND RESTATED  
BYLAWS FOR  
CRYSTAL COVE P.U.D.,  
A Planned Unit Development in  
South Jordan. Utah

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## **ARTICLE I - PLAN OF ADMINISTRATION**

### **Section 1.1 Name and Location**

These are the Revised and Restated Bylaws of Crystal Cove P.U.D. Home Owners Association, Inc. The Association is a community of single-family Lot Owners that are subject to a Revised and Restated Declaration of Covenants, Conditions, and Restrictions.

### **Section 1.2 Principal Office**

The principal office of the Association shall be in a location as determined from time to time by the Board.

### **Section 1.3 Purposes**

This Association is organized for the purpose of maintaining and administering the Common Areas, collecting and disbursing the Assessments and charges provided for in the Governing Documents, and otherwise administering enforcing, and carrying out the terms, covenants, and restrictions of the Association's Governing Documents.

### **Section 1.4 Applicability of Bylaws**

The provisions of these Bylaws are binding upon the Association and the Lot Owners. All present and future Lot Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Lot Owner has agreed to and ratified these Bylaws and will comply with them.

### **Section 1.5 Incorporation of the Association**

The Association is incorporated under the Utah Revised Nonprofit Corporation Act.

a) These Bylaws shall be consistent with the Articles of Incorporation and the Revised and Restated Declaration of Covenants, Conditions, and Restrictions, and these Bylaws shall constitute the Bylaws of the incorporated Association.

b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated Association of the same name. In that event, all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated Association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any such successor unincorporated Association shall be governed by the Articles of Incorporation and Bylaws of the incorporated Association as if they had been made to constitute the Governing Documents of the unincorporated Association.

### **Section 1.6 Composition**

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. The Board, on behalf of the Owners, shall administer the Association's affairs, except for matters specifically reserved for a vote of the Owners by the Governing Documents.

### **Section 1.7 Definitions**

The terms used in the Bylaws shall have the same definition as given them in the Declaration, unless otherwise specifically stated.

## **ARTICLE II -ASSOCIATION MEETINGS AND VOTING PROCEDURES**

### **Section 2.1 Place of Meeting**

The Association shall hold Owner meetings at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

### **Section 2.2 Conduct of Meetings**

The Board President or Vice President shall conduct all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

### **Section 2.3 Quorum**

A quorum shall be 60% of the Members of the Association present in person or by proxy at a meeting.

### **Section 2.4 Quorum Requirements**

Subject to the notice requirement set forth herein, written notice of a meeting called for the purpose of taking any action shall require a quorum. If the required quorum is not present at the first meeting, a subsequent meeting may be called, subject to the notice requirement set forth herein, at which a quorum shall be considered those Members present. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

### **Section 2.5 Annual Association Meeting**

A meeting of the Members of the Association shall be held once per year. The Board shall determine the date, time, and place of the annual meeting. At the Annual Association Meeting, the Board shall conduct the following business:

- a) Roll call and certification of proxies
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of preceding meeting
- d) Reports of officers
- e) Reports of committees, if any
- f) Review of reserve study, if any
- g) Unfinished business from preceding annual meeting
- h) New business
- i) Election of Directors
- j) Adjournment

### **Section 2.6 Special Association Meetings**

Special Association Meetings may be held at any time for any purpose. A Special Association Meeting may be called by a majority of the Directors or upon petition of at least thirty-three percent (33%) of the Owners in good standing. The Board shall schedule and send notice of a special meeting within thirty (30) days of the request. No business may be transacted at a special meeting except that stated in the notice.

### **Section 2.7 Notice of Meetings**

Notice of each meeting of the Members shall be given by either mailing a copy of such notice via first-class mail, or sending it by electronic communication means, at least fifteen (15) days in advance of the meeting. The notice shall specify the place, day, hour of the meeting, and the purpose of the meeting. The notice shall be sent

to each Member entitled to vote, using the Member's last address provided to the Association or to the electronic communication address last provided to the Association.

### **Section 2.8 Voting**

Each Lot shall have one vote. If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If multiple Owners cannot reach agreement, their vote will not be counted. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

### **Section 2.9 Voting Procedure**

The election of Board Members shall be by secret ballot. All other matters shall be by secret ballot, show of hands or other such means as the Officer conducting the meeting shall determine.

### **Section 2.10 Good Standing**

An Owner shall be in good standing if he or she has paid Assessments levied against his or her Lot, including late fees, interest, fines, collection costs, and attorney fees, if applicable. An Owner must have paid in full at least three (3) days prior to the meeting or action.

### **Section 2.11 Proxies**

An Owner in good standing may vote or otherwise act by proxy. Each Member entitled to vote shall be entitled to vote in person or by proxy. The proxy must be in writing, signed by the Member and presented to the Secretary at the beginning of the meeting. The Secretary will vote the proxy in the meeting minutes. The proxy is revocable and shall automatically terminate at the conclusion of the meeting at which the voting took place.

### **Section 2.12 Mail-in Ballots**

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

### **Section 2.13 Written Consent in Lieu of Vote**

Any action requiring a vote of the Owners may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

### **Section 2.14 Simple Majority**

Except where a greater number is required by the Governing Documents, all matters placed before the Members for a vote shall pass if there is a quorum, and an affirmative vote of a majority of the Members present in person or by proxy.

### **Section 2.15 Record Date**

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

**Section 2.16 Waiver of Irregularities**

Any inaccuracies, irregularities or errors in the notice of a meeting, the determination of a quorum, or acceptance of a proxy are deemed waived unless an objection is stated at the meeting prior to the vote.

**Section 2.17 Informal Action**

Any matter presented by the Board may be voted upon without a formal meeting if a majority of the Members consent in writing prior to the action being taken.

**ARTICLE III - BOARD OF DIRECTORS**

**Section 3.1 Number and Qualifications**

The affairs of the Association shall be governed by a Board of Directors composed of five (5) Lot Owners in good standing.

**Section 3.2 Selection and Terms of Directors**

- a) Nomination to the Board of Directors and election shall be as specified in Article IV below.
- b) All Directors shall hold office until their respective successors have been elected by the Members or a replacement is appointed by the Board of Directors.
- c) Directors shall serve staggered terms of two years. If the Directors' terms become non-staggered (i.e. after removal of an entire Board), the initial term (one (1) or two (2) years) of each new Director shall be decided by vote of the newly elected Directors at the organizational meeting. There is no limit on the number of terms a Director may serve.

**Section 3.3 Vacancies**

- a) A Director may resign at any time by giving 30 days written notice to the Board. A Director is deemed to have resigned when they are no longer a Member of the Association.
- b) Vacancies on the Board caused by any reason other than the removal of a Director as outlined in Section 3.4 below, shall be filled for the balance of the term of such Directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which the person was elected by the other Directors to serve.

**Section 3.4 Removal of Directors**

- a) A Director may be removed at any time, with or without cause, by an affirmative vote of the majority of the Members at an Annual Association Meeting or Special Association Meeting called for that purpose.
- b) A Director may be removed at any time, with or without cause, by an affirmative vote of a majority of the Board, excepting the director whose removal is being voted on, at a Board meeting called for that purpose.
- c) All vacancies caused by the removal of a Director under this section 3.4 will be promptly filled by appointment by the majority of the remainder of the Board, provided that Board Member appointments will be confirmed at the annual meeting of the Members and shall complete the remainder of the vacant term.

d) Any Director who allows their Assessments to become more than ninety (90) days past due may be removed and replaced by vote of a majority of the Board, excepting the director whose removal is being voted on, at a Board meeting called for that purpose. The Board shall give the Director a ten (10) day written notice to cure the default before voting to remove the Director.

e) Any Director who is absent from three (3) consecutive regular meetings of the Board may be removed and replaced by a vote of a majority of the Board, excepting the director whose removal is being voted on, at a Board meeting called for that purpose.

### **Section 3.5 Compensation**

No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for actual expenses reasonably incurred in the performance of their duties.

### **Section 3.6 Limitation of Liability**

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by neglect, willful misconduct, or criminal conduct. Each Director of the Association, in consideration of his or her services, shall be indemnified and held harmless by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a part by reason of being or having been a Director of the Association, unless such action or inaction constitutes negligence, willful misconduct, or criminal conduct. The foregoing right to indemnification shall be exclusive of any other rights to which the Director may be entitled by law or agreement or vote of the members or otherwise.

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

### **Section 4.1 Nomination**

Nomination for election to the Board of Directors shall be made by Members of the Association. Members shall make nominations for election to the Board of Directors at least 15 days prior to the Annual Association Meeting when the election shall take place. A Member may nominate themselves or another Member as long as the nominated Member is in good standing, and agrees to serve, if elected, for a two-year minimum term.

### **Section 4.2 Election to a Specific Position**

Election to the Board of Directors shall be for a specific position. In odd-numbered years, the President and the Secretary/Treasurer shall be on the ballot to be elected for two-year terms. In even-numbered years, the Vice-President and two additional Board Members shall be on the ballot to be elected for two-year terms.

### **Section 4.3 Election**

Election to the Board of Directors shall be by written ballot. At the 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 CC&Rs. The persons receiving the greatest number of votes by Members who are voting in person or by proxy (quorum not required) shall be elected. Cumulative voting is not permitted.

### **Section 4.4 Non-contested positions**

If only one nominee runs for a particular position, he or she assumes such position by default, and no election for the position occurs.



## **ARTICLE V - MEETINGS OF DIRECTORS**

### **Section 5.1 Regular Meetings**

The Board shall meet at least once a year for the purpose of setting the agenda for the Annual Association Meeting. The Board may meet as often as necessary and desirable to aid the Board in carrying out any of its functions. Notice of Regular Meetings of the Board shall be given to each Director at least five (5) days prior to the meeting.

### **Section 5.2 Special Meetings**

A Director may call a Special Meeting of the Board. Notice shall be given at least three (3) days prior to the Special Meeting of the Board. Notice shall state the time, place, and purpose of the meeting.

### **Section 5.3 Conduct of Meetings**

The President or Vice-president shall conduct all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make a record of all resolutions.

### **Section 5.4 Quorum of Directors**

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave.

### **Section 5.5 Waiver of Meeting Notice**

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

### **Section 5.6 Action without a Meeting**

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with its record of minutes.

### **Section 5.7 Open Meetings**

If, at any time, a Member wishes to attend the next scheduled Regular or Special Meetings of the Board, the Member shall notify a Director so that adequate meeting space can be obtained to accommodate those wishing to attend. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments of the Member to one specific time period of the meeting. However, no Owner shall have a right to participate in the Board Meeting, unless the Owner is also a Member of the Board. The President or presiding Board Member, shall have the authority to exclude an Owner who disrupts, or interrupts, the proceedings at a Board Meeting.

### **Section 5.8 Executive Sessions**

- a) The Board may close a meeting to the Owners for an Executive Session to:
  - 1) consult with an attorney for the purpose of obtaining legal advice,
  - 2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings,
  - 3) discuss a personnel matter,

- 4) discuss violations or complaints of violations,
- 5) discuss a matter relating to contract negotiations, including review of a bid or proposal, or
- 6) discuss a delinquent assessment or fine.

#### **Section 5.9 Meetings by Telephonic or Electronic Communication**

In the event of an emergency, meetings of the Board of Directors may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

### **ARTICLE VI - POWERS, RIGHTS, AND DUTIES OF THE BOARD**

#### **Section 6.1 General Powers and Duties**

The Board shall be responsible for the enforcement of the Covenants and Restrictions and for such other matters reasonably necessary to give effect to the purpose of the Covenants and Restrictions. The Board shall have authority to, in compliance with the Governing Documents, promulgate and enforce reasonable rules and procedures as necessary or desirable to aid the Board in carrying out any functions provided that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in the Covenants and Restrictions. The Board's responsibilities shall include, but not be limited to, the following:

- a) Annual Report. The Board shall prepare an Annual Report for the Members.
- b) Committees. The Board shall have the power to create committees for specific purposes, as necessary to give effect to the purpose of the Covenants and Restrictions.
- c) Appointments. The Board shall appoint Members of the Association to the Landscape and Architectural Review Committee and other committees.
- d) Assessments. The Board shall establish, collect, and enforce assessments as called for in the Covenants and Restrictions.
- e) Operations and Maintenance. The Board shall operate and maintain the Common Area as called for in the Covenants and Restrictions.

**Section 6.2 Specific Powers.** The Board of Directors shall also have the below listed Specific Powers, as exercised in compliance with the Governing Documents:

- a) To adopt and publish rules and regulations governing the use of the Common Area, including any Improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.
- b) To suspend the voting rights and right to use any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.
- c) To declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

d) To employ an independent contractor, or such other individuals, entities, or employees as they deem necessary and to prescribe their duties.

### **Section 6.3 Specific Duties**

In addition to the duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the duty to:

- a) Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Association Meeting, or at any Special Association Meeting when such a statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote.
- b) Supervise all officers and agents;
- c) Prepare and adopt the amount of the Regular Assessment against each Lot to be presented at the Annual Association Meeting. If the Board does not adopt a new Regular Assessment, the amount of the last adopted Regular Assessment will continue to remain in effect until a new notice is sent.
- d) Procure and maintain adequate liability and hazard insurance on property owned by the Association or maintained by the Association if required by the Declaration and any amendment thereto.
- e) Cause all Officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
- f) Maintain the Common Area and any other areas shown on the plat Map that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration and any amendment thereto.
- g) Establish and maintain the financial accounts of the Association.
- h) Prepare and adopt a budget for payment of all Common Expenses of the Association, and institute and maintain a system for payment, which shall require a sufficient number of signatories or approvals thereon as may be reasonably necessary to prevent any misuse of the Association's funds. Distribute the adopted budget for the Association to each Owner prior to the Annual Association Meeting.
- i) Prepare and distribute annual financial statements for the Association to each Owner prior to the Annual Association Meeting.
- j) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration.
- k) File the annual report with the Utah Division of Corporations and Commercial Code.
- l) Prepare or cause to be prepared and file any required income tax returns or forms.
- m) Commission a reserve study on a periodic basis, to identify potential costs and desired reserves necessary to maintain the Common Area and Improvements. The frequency of the reserve study shall be at the Board's discretion, and may be performed by a professional organization or qualified Members of the Association.

- n) In the Board's discretion, appoint a Landscape and Architectural Review Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purposes and employees of this Association, and to see that their duties are properly performed.
- o) Hire, contract for, and terminate personnel or contractors necessary for the administration of Association business. Purchase supplies, equipment, and materials for use in the Association.
- p) File lawsuits or initiate other legal proceedings on behalf of the Association.
- q) Defend lawsuits, administrative actions, and other legal proceedings against the Association.
- r) Pay costs of any services rendered to the Property, Association, or multiple Owners, but not billed to the Owners individually.
- s) Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books.
- t) Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act.
- u) Any other act required to be performed in the name of the Association.

**Section 6.4 Managing Agent**

The Board may employ a third-party Managing Agent to perform such duties and services as the Board shall authorize. The Board may delegate to such Managing Agent all powers granted to the Board and officers by the Governing Documents.

**ARTICLE VII - OFFICERS**

**Section 7.1 Designation and Qualifications**

- a) Designation. The principal Officers of the Association shall be President, Vice President, and Treasurer/Secretary.
- b) Qualifications. The President, Vice President and Treasurer/Secretary shall be Members of the Board. The Board may appoint and/or dismiss assistant officers and secretaries who are not Members of the Board as it deems necessary.

**Section 7.2 Election and Term of Officers**

Officers of the Association shall be elected by the Board and shall serve until their successor is elected. The Board may remove any Officer with or without cause by affirmative vote of a majority of the Members of the Board. If an Officer is removed, the Board shall replace that Officer with another person. An Officer may resign at any time by giving written notice to the Board or the president of the Board.

**Section 7.3 Duties of Officers**

a) Duties of the President. The President shall preside at meetings of the Board and meetings of the Members; shall sign on behalf of the Association, all legal documents approved by the Board; shall supervise and be primarily responsible for the day-to-day operation of the Association; and shall perform such other duties as assigned by the Board.

b) Duties of the Vice President. The Vice President shall perform the duties of the President if the President is not available and shall perform such other duties as assigned by the President and the Board.

c) Duties of the Secretary/Treasurer. The Secretary/Treasurer shall be responsible for keeping accurate books and accounts of the Association, shall maintain accurate records of the Board and the Members; shall keep minutes of all meetings of the Association; shall provide notice of all meetings; and shall perform such other duties as assigned by the President and the Board.

**Section 7.4 Delegation of Duties**

The Association Officers may delegate any of their duties to a Managing Agent or to a committee. However, the Officers shall be responsible for overseeing and ensuring that the duties so delegated are being properly discharged.

**Section 7.5 Indemnification of Officers and Directors**

Each Officer of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a part by reason of being or having been an Officer of the Association, unless such action or inaction constitutes negligence, willful misconduct, or criminal conduct. The foregoing right to indemnification shall be exclusive of any other rights to which the Officer may be entitled by law or agreement or vote of the Members or otherwise.

**ARTICLE VIII - NOTICE**

**Section 8.1 Manner of Notice**

The preferred manner for all Association related Owner correspondence, including but not limited to communications required under the Governing Documents, will be via email to an Owner's email address as designated by the Owner. If an Owner wishes to receive Association-related correspondence via first-class mail, they must make a written request to the Association. The Association may also send notice via the following methods: hand delivery by a Member of the Board to an Owner, delivery by professional courier service to the address of the Lot or to any other address designated by the Owner or by First-class U.S. mail.

**Section 8.2 Waiver of Notice**

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an Owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

## ARTICLE IX - FINANCES

### Section 9.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

### Section 9.2 Checks, Contracts and Agreements

Although the Association may delegate certain responsibilities to its Managing Agent as indicated in Section 6.4, officers of the Association are responsible to oversee and ensure that the duties so delegated are being properly discharged including approval of expenditures by check or obligations incurred by contract or agreement.

The process set forth below shall be used to execute all checks and other instruments to pay obligations incurred:

- a) Expenditures up to one-thousand dollars (\$1,000.00) must be approved by the Treasurer/Secretary by email before such expenditures are made.
- b) Expenditures over one-thousand dollars (\$1,000.00) must be approved by the President and one other Director by email before such expenditure is made.

### Section 9.3 Audit of Records

a. Board Audit. The Board of Directors may, at the expense of the Association, commission an audit of the accounts and books of the Association, not more than annually. In any year where the Board of Directors elects to not conduct an external audit, the Board of Directors may appoint a committee of Members to conduct an audit review.

b. Member Audit. Any Member of the Association may request or conduct an audit of the accounts of the Association at his or her own expense by providing written notice to the President of the Association with at least ten (10) business days' notice. Said audit shall take place at the principal office of the Association.

### Section 9.4 Inspection of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

Any Member of the Association may inspect the books, records, meeting minutes, or other documents of the Association at the principal office of the Association at reasonable times, by providing notice to the Secretary/Treasurer at least five (5) business days before the inspection is to take place.

## ARTICLE X -AMENDMENT TO BYLAWS

### Section 10.1 Amendments

Any amendment to these Bylaws must be approved by the affirmative vote of two-thirds of all Members who may vote in person or by proxy at a meeting duly called for such purpose. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines or Utah State Law. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10), but not more than thirty (30) days prior to the meeting date. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association.

**Section 10.2 Recording**

Any amendment to these Bylaws shall become effective on the date it is recorded in the Salt Lake County Recorder's Office.

**ARTICLE XI - MISCELLANEOUS**

**Section 11.1 Conflicts**

In the event of a conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the event of a conflict between the Covenants, Conditions and Restrictions and these Bylaws, the Covenants, Conditions and Restrictions shall control. In the event of a conflict between these Bylaws and the Rules and Regulations, these Bylaws shall control.

**Section 11.2 Severability**

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

**Section 11.3 Waiver**

No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by the Association by reason of failure to enforce same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

**Section 11.4 Captions**

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

**Section 11.5 Gender, etc.**

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

**EXHIBIT "A"**  
**Legal Description**

BEGINNING AT POINT WHICH IS S0°07'35"W, 12.65 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°52'25"E, 53.00 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S44°52'25"E, 35.36 FEET); THENCE S89°52'25"E, 390.50 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N45°07'35"E, 28.28 FEET); THENCE N00°07'35"E, 266.88 FEET; THENCE 197.98 FEET ALONG THE ARC OF A 382.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N14°43'16"W, 195.77 FEET); THENCE 59.17 FEET ALONG THE ARC OF A 448.00 FOOT RADIUS CURVE TO THE RIGHT (CORD BEARS N25°47'05"W, 59.13 FEET); THENCE N00°07'35"E, 168.75 FEET; THENCE S89°55'40"E, 719.25 FEET TO THE WESTERLY BANK OF THE SOUTH JORDAN CANAL; THENCE ALONG SAID CANAL THE FOLLOWING EIGHT (8) COURSES: S14°50'50"W, 115.41 FEET; THENCE S16°25'09"W, 215.22 FEET; THENCE S23°00'54"W, 136.25 FEET; THENCE S09°07'25"W, 156.69 FEET; THENCE S10°26'04"W, 62.71 FEET; THENCE S10°26'02"W, 138.93 FEET; THENCE S08°38'32"W, 142.23 FEET; THENCE S02°41'41"W, 162.86 FEET; THENCE LEAVING THE WESTERLY RIGHT OF WAY OF SAID SOUTH JORDAN CANAL AND RUNNING N89°55'40"W, 411.61 FEET; THENCE N00°07'35"E, 315.89 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N44°54'24"W, 28.28 FEET); THENCE N89°52'25"W, 390.50 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CORD BEARS S45°07'35"W, 35.36 FEET); THENCE N89°52'25"W, 53.00 FEET TO THE QUARTER SECTION LINE; THENCE N00°07'35"E, 116.00 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Lot	Parcel Number	Lot	Parcel Number	Lot	Parcel Number
1	27-22-206-001-0000	21	27-15-454-041-0000	43	27-15-454-022-0000
2	27-22-206-002-0000	22	27-15-454-012-0000	44	27-22-206-010-0000
3	27-22-206-003-0000	23	27-15-454-011-0000	45	27-22-206-009-0000
4	27-22-206-004-0000	24	27-15-454-056-0000	46	27-15-454-039-0000
5	27-22-206-005-0000	25	27-15-454-055-0000	47	27-15-454-038-0000
6	27-22-206-006-0000	26	27-15-454-054-0000	48	27-15-454-037-0000
7	27-22-206-007-0000	27	27-15-454-053-0000	49	27-15-454-036-0000
8	27-22-206-008-0000	28	27-15-454-052-0000	50	27-15-454-035-0000
9	27-22-206-015-0000	29	27-15-454-051-0000	51	27-15-454-034-0000
10	27-22-206-014-0000	30	27-15-454-050-0000	52	27-15-454-033-0000
11	27-22-206-013-0000	31	27-15-454-049-0000	53	27-15-454-032-0000
12	27-22-206-012-0000	34	27-15-454-013-0000	54	27-15-454-028-0000
13	27-22-206-011-0000	35	27-15-454-014-0000	55	27-15-454-029-0000
14	27-15-454-048-0000	36	27-15-454-015-0000	56	27-15-454-030-0000
15	27-15-454-047-0000	37	27-15-454-016-0000	57	27-15-454-031-0000
16	27-15-454-046-0000	38	27-15-454-017-0000	58	27-15-454-027-0000
17	27-15-454-045-0000	39	27-15-454-018-0000	59	27-15-454-026-0000
18	27-15-454-044-0000	40	27-15-454-019-0000	60	27-15-454-025-0000
19	27-15-454-043-0000	41	27-15-454-020-0000	61	27-15-454-024-0000
20	27-15-454-042-0000	42	27-15-454-021-0000	62	27-15-454-023-0000
				Area	27-15-454-040-0000



Crystal Cove, P.U.D., Home Owners Association, Inc.

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

DATE: 3-18-2024

Crystal Cove, P.U.D., Inc.

BY: [Signature]  
ITS: President

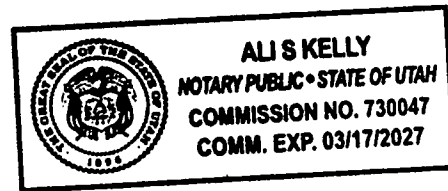
BY: [Signature]  
ITS: Secretary/Treasurer

STATE OF UTAH

County of Salt Lake

On this 18 day of March, 2024, personally appeared before me Joshua Thomas and Beverly Seal, who being duly sworn, did say that they are the President and Secretary of the Association, authorized to execute this Declaration, and did certify more than two-thirds of the voting power of the Lots approved this action.

[Signature]  
Notary Public



My Commission Expires: 03/17/2027