

WHEN
RECORDED RETURN TO:
TAVA Land, LLC
5485 Tappan Falls Dr.
Idaho Falls, ID 83406

DOC # 20190044086

Bylaws Page 1 of 12
Russell Shirts Washington County Recorder
10/24/2019 08:10:40 AM Fee \$ 40.00
By TAVA LAND LLC



**BYLAWS
OF
TAVA HOMEOWNERS ASSOCIATION
A PLANNED COMMUNITY DEVELOPMENT**

Article I
Name, Principal Office and Purpose

- A. Name. The name of the corporation is TAVA Homeowners Association, Inc.
- B. Principal Office. The principal office of the Association shall be located in Washington County, Utah. The Association may have such other offices, within or outside the State of Utah, as the Board of Directors may determine or as the affairs of the Association may require.
- C. Purpose. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act. These Bylaws are adopted in order to complement the Declaration and to provide for the ability to effectively govern and operate the Association.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

- A. Membership. The Association shall have one class of membership as set forth in the Declaration. The Association shall have a temporary second class of membership in which the Declarant shall be the sole member, and which shall expire upon the expiration of the Declarant Control Period described in the Declaration.
- B. Annual Meetings. The annual meeting of the Owners shall be held between the months of October and December on a day and time established by the Board of Directors each year. The purpose of the annual meeting shall be electing Directors and transacting any other business as deemed appropriate by the Board. During the Period of Declarant Control, annual meetings of the Owners are not required and will only be held at the discretion of the Declarant.
- C. Special Meetings. Special meetings of the Association may be called at any time by the Board or by Owners who collectively hold at least forty percent (40%) of the total vote. Any written request for a special meeting presented by the Owners shall be delivered to the Board President and shall include the original signature of each Owner requesting the meeting and a complete statement of the purpose of the meeting. Such meeting shall be held at such place as the Board may specify and the notice thereof, which must be sent by the Board, shall state the day, date, time, place and matters to be considered at the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting. Delivery of such notice may be via US Mail, Email, Text Message, Association Website or other means deemed reasonable.
- D. Notice and Place of Meetings. Meetings of the Members shall be held at such place, within or without the State of Utah, as may be designated in the notice of the meeting. Any notice permitted or required to be delivered by the terms of these Bylaws may be delivered either

by hand delivery or by mail or by electronic means. If delivery is by mail, it must be directed to the Member at the mailing address of each Unit or to any other mailing address designated in writing by a Member, and upon the mailing of any notice, the service thereof is complete and the time of the notice begins to run from the date on which such notice is deposited in the mail for transmission to the Member. The address of any Member may be changed on the records of the Association from time to time by notice in writing to the Secretary. The notice of any meeting of Members must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or these Bylaws, any budgetary changes or any proposal to remove an officer of the Association or any member of the Board.

- E. Quorum. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation in person, by proxy or by ballot, of Members entitled to cast at least twenty-five percent (25%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person or by proxy or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board of Trustees issuing a Notice of Members Meeting at which meeting the members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.
- F. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings, manner of voting, form of proxies, method of determining Owners present and in the decision and votes of the Board shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting or within thirty (30) days of notice of any decision by the Board.
- G. Voting. Each Lot shall have one (1) vote, excepting that each Lot under the control of Declarant during the Declarant Control Period shall have five (5) votes. The following restrictions apply to voting on Association issues, including, but not limited to, the election of Board members:
 - i. when more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting,

and in the absence of such advice the vote of the Lot shall be suspended in the event more than one person seeks to exercise it;

- ii. the Board has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments or is in material violation of any of the terms, covenants or provisions set forth in this Declaration.

H. Proxies. Every Member entitled to vote or execute statements or consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his or her duly authorized agent; provided, however that no such proxy shall be valid after the expiration of one (1) year after the date of its execution.

I. Conduct of Meetings. The President shall preside over all meetings of both the Board and the Association.

Article III
Board of Directors

A. Governing Body. The Association shall be operated and controlled by the Board, which shall be the Board of Directors of the Association for purposes of the Utah Community Association Act, subject to the following:

i. Members of the Board. The Board shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Board may increase its size to not more than six (6) members.

B. Composition of Board: During the Period of Declarant Control, the Board shall be appointed by the Declarant. Following the Period of Declarant Control, election of the Board shall be made by the Owners. The Owners or their proxy may cast as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected.

C. Officers. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer and such other officers as may be appointed by the Board. The officers of the Association shall be elected by the Board of Directors at the first Board meeting following each annual meeting of the Owners. Each officer shall hold such office until the first meeting following the annual meeting of the ensuing year. If any vacancy shall occur in any office by reason of death, resignation, removal or any other cause the vacancy shall be filled by the majority vote of the remaining Board members.

- D. Terms. During the Period of Declarant Control, Board member terms shall be determined exclusively by the Declarant. Following the Period of Declarant Control, Board members shall be elected and/or appointed to serve two (2) year terms.
- E. Qualifications. To qualify to serve on the Board, a person must be an individual Owner or the legal representative of an organizational Owner in good standing or may be a person other than an Owner if appointed by the Declarant.
- F. Vacancies. Any vacant seat on the Board shall be filled by the Declarant during the Period of Declarant Control. Following the Period of Declarant Control, a vacant seat shall be filled by a person that is an Owner duly qualified. Such vacancy will be filled by appointment by the current Board of Directors. The appointee shall fulfill the term of the Director being replaced.
- G. Dismissal. Any member of the Board who fails on three (3) successive occasions to attend Board meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit such member's seat. In such cases, the remaining Board members shall elect a replacement to sit on the Board for the remainder of the term of the dismissed Board member.
- H. Removal of Board Member. Except for members of the Board appointed by the Declarant prior to the occurrence of a Transfer Event, members of the Board may be removed at any time by the affirmative vote of at least a majority of the Owners. (a majority of the Owners refers to a majority of the Lots, irrespective of the number of Owners.)
- I. Replacement. Unless a member of the Board is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Board. A member of the Board removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose. Anything to the contrary notwithstanding, the Declarant shall be entitled to replace all members of the Board appointed by the Declarant.
- J. Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Board until such member's successor qualifies and is properly elected by the Owners or appointed by the Declarant.
- K. No Compensation. Members of the Board shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred relating to Board business and approved by the Board.
- L. Officers and Agents of the Association. The Board is the agent of the Association and shall perform its functions through those Owners or Declarant appointees elected as

officers of the Association by the Board. The Board may also perform its duties through such agents or employees as the Board may employ or appoint. Any agent or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Board. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:

- i. President. The President shall be a member of the Board and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Board and the Association. The President shall execute all instruments on behalf of the Board, unless the President chooses to delegate that authority to another Board member.
- ii. Vice President. The Vice President shall assist the President and shall have all the powers of the President in the event of the latter's absence or inability to act.
- iii. Secretary. The Secretary shall keep minutes of all the meetings of both the Board and the Association, as well as all other books and records which are required or made necessary. If the Board opts to assign these record keeping duties to an agent or manager, the Secretary shall be responsible to oversee and verify the record keeping.
- iv. Treasurer. The Treasurer shall have custody and control of the funds available to the Board. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. If the Board opts to assign these record keeping duties to an agent or manager, the Treasurer shall be responsible to oversee and verify the record keeping. The offices of Secretary and Treasurer may be held by the same Board member.

M. Board Meetings. A regular meeting of the Board shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Board may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Board may determine, but no less than once each quarter. No notice need be given of regular Board meetings. Special Board meetings shall be held whenever called by the President or by any two (2) members of the Board. Written notice of all special meetings shall be delivered to each member of the Board at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Board may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Board meeting shall consist of a majority of all the Board members then in office.

N. Board Meeting Attendance. Except as provided below, following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed Executive Session during a meeting of the Board if the purpose of the closed Executive Session is to: Consult with legal counsel; Discuss existing or potential litigation; Discuss a personnel matter; Discuss a matter relating to contract negotiations; Discuss a matter involving a person if the Board determines that public knowledge of the matter would violate the person's privacy or; to Discuss a delinquent assessment. During the Period of Declarant Control, Board meetings may be closed to Owners unless the Board determines in its sole discretion to open the meeting to the Owners.

O. Status and General Authority of Board. Any instrument executed by an officer of the Board that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies on said instrument. Board action is binding and valid unless set aside by a court of law. The Association shall constitute a legal entity capable of dealing in its own name. The Board shall have, and is granted, the following authority and powers:

- i. To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Board or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place written notice stating such person's name and title as well as the day, date, time and purpose of the entry.
- ii. Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as the Board deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.
- iii. Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to this Declaration which has been approved by the vote or consent necessary to authorize such amendment.
- iv. Standing. The power to sue and be sued.

v. Enter into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights-of-way, utilities or the Common Areas.

vi. Acceptance and Control of Association Property. May acquire, hold and dispose of tangible and intangible personal and real property, enter into leases, licenses or operating agreements for common areas, permit use of common areas by community organizations and others whether nonprofit or for profit.

vii. Compliance and Enforcement. Impose sanction for violating the governing documents after notice and hearing. The Board shall establish a graduated range of penalties for violations. Penalties may include:

- Reasonable graduated range of monetary fines
- Suspension of an Owner's right to vote
- Suspension of any person's right to use any recreational or park facilities within the common elements

viii. Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the easements, rights-of-way, utilities and Common Areas are maintained and used in a manner consistent with their original design and construction.

ix. Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

x. All Other Acts. The power and authority to perform all other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions for and on behalf of the Owners.

P. Duties. Duties of the Board shall include:

- i. Preparing and adopting an annual budget establishing each owner's share of the common expenses.
- ii. Levying and collecting such assessments from owners.
- iii. Providing for the operation, care, upkeep and maintenance of the common areas.
- iv. Designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and providing for the compensation of such personnel and for the purchase of equipment,

supplies and materials to be used by such personnel in the performance of their duties.

- v. Depositing all funds on behalf of the Association in a bank depository which it approved and using such funds to operate the Association
- vi. Making and amending use restrictions and rules.
- vii. Opening of bank accounts on behalf of the Association and designating the signatories.
- viii. Enforcing the provisions of the governing documents and bringing proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action or enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking the enforcement action.
- ix. Obtaining and carrying property and liability insurance as provided in the Declaration, paying the cost thereof and filing and adjusting claims as appropriate.
- x. Keeping books with detailed accounts of the receipts and expenditures of the Association.
- xi. Making available to any prospective purchaser of a lot or any owner current copies of the governing documents, records and financial statement of the Association.
- xii. The Association may, but shall not be required to employ for the Association a professional management company or individual employee at such compensation as the Board may establish to serve as Manager and perform such duties as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing company or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager which might arise between meetings of the Board.

Article IV
General Procedures

- A. Amendment During the Period of Declarant Control. The Declarant may unilaterally amend, alter or repeal and adopt new Bylaws for any reason. Following

the expiration of the Declarant control period, the Bylaws may only be amended by the members as generally set forth below.

B. Amendment by Members. Except as provided above, these Bylaws may be amended on the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately on recording of the document and with the consent of the Declarant during the Declarant control period.

No amendments to these Bylaws may remove, revoke or modify any right or privilege of Declarant relating to its ability to complete development of the properties without the written consent of Declarant during the period of Declarant control.

C. Financial Standards. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- i. Accounting and controls should conform to generally accepted accounting principles
- ii. Cash accounts of the Association shall not be commingled with any other accounts
- iii. The Board shall cause a reserve budget and a common expense budget to be prepared for the Association each fiscal year.
- iv. The Board may elect to distribute a summary of the budget to all owners with a written notice that the detailed budget is available at the business office of the Association.

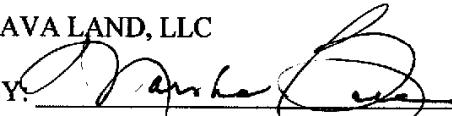
D. Inspection of Records. The Board shall make available for inspection and copying to any member the accounts, governing documents and meeting minutes. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall reasonably designate. Board may set rules for inspection including hours of availability and costs of any duplication of documents requested. Social Security numbers, bank account numbers of any communication subject to attorney-client privilege may be redacted from documents prior to inspection or copying.

E. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

DECLARANT CONSENT

These Bylaws are hereby approved as to both form and content by TAVA LAND, LLC, an Idaho limited liability company.

TAVA LAND, LLC

BY: 

Marsha Ball
Manager

Idaho
STATE OF ~~UTAH~~)

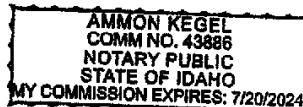
: SS

Bonneville
County of ~~Washington~~)

The foregoing instrument was acknowledged before me this 15 day of Oct 2019 by

Marsha Ball, the Manager of Tava Land, LLC.

(Seal)



AK
Notary Public

My Commission Expires: 7/20/2024

Residing at: Bonneville

TAVA Resort at Sand Hollow 1

EXHIBIT A
TAVA LEGAL DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°05'32" EAST, ALONG THE SECTION LINE, A DISTANCE OF 54.88 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 138.43 FEET TO THE POINT OF BEGINNING, THENCE NORTH 62°22'17" EAST, A DISTANCE OF 109.71 FEET; THENCE NORTH 30°12'46" EAST, A DISTANCE OF 53.16 FEET; THENCE NORTH 62°22'17" EAST, A DISTANCE OF 94.03 FEET; THENCE NORTH 32°06'53" WEST, A DISTANCE OF 74.28 FEET; THENCE NORTH 36°23'22" WEST, A DISTANCE OF 52.75 FEET; THENCE NORTH 30°21'44" WEST, A DISTANCE OF 42.87 FEET; THENCE NORTH 12°56'20" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 71°30'21" EAST, A DISTANCE OF 100.05 FEET; THENCE NORTH 14°02'16" EAST, A DISTANCE OF 103.62 FEET; THENCE NORTH 67°39'14" WEST, A DISTANCE OF 6.65 FEET; THENCE NORTH 22°20'46" EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 67°39'14" EAST, A DISTANCE OF 117.74 FEET; THENCE NORTH 22°14'28" EAST, A DISTANCE OF 26.00 FEET; THENCE NORTH 13°20'14" EAST, A DISTANCE OF 54.43 FEET; THENCE NORTH 07°36'58" EAST, A DISTANCE OF 36.45 ACT; THENCE NORTH 00°13'25" WEST, A DISTANCE OF 11.76 FEET; THENCE NORTH 06°45'30" WEST, A DISTANCE OF 319.48 FEET; THENCE NORTH 24°56'76" WEST, A DISTANCE OF 49.53 FEET; THENCE NORTH 00°15'03" WEST, A DISTANCE OF 109.96 FEET; THENCE NORTH 89°44'57" EAST, A DISTANCE OF 252.42 FEET, TO A POINT ON THE WESTERLY LINE OF THE RETREAT AT SAND HOLLOW PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED UNDER DOCUMENT #20170007372 WASHINGTON COUNTY RECORDS; THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID LINE, SOUTH 00°14'52" EAST, A DISTANCE OF 133.84 FEET; THENCE SOUTH 11°11'30" EAST, A DISTANCE OF 330.64 FEET; THENCE SOUTH 00°04'34" WEST, A DISTANCE OF 647.60 FEET; THENCE SOUTH 62°00'03" WEST, A DISTANCE OF 81.22 FEET; THENCE SOUTH 50°00'53" WEST, A DISTANCE OF 53.16 FEET; THENCE SOUTH 62°00'03" WEST, A DISTANCE OF 99.00 FEET; THENCE SOUTH 27°59'57" EAST, A DISTANCE OF 164.16 FEET; THENCE SOUTH 49°05'50" EAST, A DISTANCE OF 360.61 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF THE RETREAT AT SAND HOLLOW RESORT PHASE 1, ACCORDING TO THE OFFICIAL PLAT FOUND ON DOCUMENT #20070042165 WASHINGTON COUNTY RECORDS; THENCE SOUTH 88°04'15" WEST, A DISTANCE OF 127.21 FEET, TO THE NORTHEASTERLY CORNER OF THE RETREAT AT SAND HOLLOW RESORT PHASE 1A, ACCORDING TO THE OFFICIAL PLAT FOUND ON DOCUMENT #20100000283, WASHINGTON COUNTY RECORDS; THENCE NORTH 66°08'22" WEST, A DISTANCE OF 65.73 FEET, TO THE NORTHWESTERLY CORNER OF SAID PHASE 1A; THENCE SOUTH 38°36'48" WEST, ALONG THE WESTERLY LINE OF SAID PHASE 1A, A DISTANCE OF 113.71 FEET; THENCE SOUTH 14°35'43" WEST, ALONG SAID LINE, A DISTANCE OF 46.58 FEET; THENCE SOUTH 34°42'04" WEST, ALONG SAID LINE AND AN EXTENSION THEREOF, A DISTANCE OF 115.91 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF THAT PARCEL SHOWN BY DOCUMENT #20160031276, OF5ICIAL WASHINGTON COUNTY RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID LINE, NORTH 50°38'16" WEST, A DISTANCE OF 126.11 FEET; THENCE NORTH 27°37'43" WEST, A DISTANCE OF 702.77 FEET; THENCE NORTH 32°02'05" WEST, A DISTANCE OF 87.40 FEET TO THE POINT OF BEGINNING:

Containing 15.20 acres more or less