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REC FOR: WESTVIEW HOA

**BYLAWS**  
**OF**  
**THE WESTVIEW HOMEOWNERS ASSOCIATION**

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**ARTICLE 1**  
**PLAN OF HOME OWNERSHIP**

1.1. **Name and Location.** These are the Bylaws of The Westview Homeowners Association, (the "Association"). The Westview Subdivision is community of Owners that has been subjected to a Declaration of Covenants, Conditions and Restrictions of the Westview Subdivision, recorded as Entry No.2108292 on June 8, 2005 in the Recorder's Office of Weber County, State of Utah (the "Declaration"). These Bylaws are applicable to all Home Owners and Property as set forth in the Declaration.

1.2. **Principal Office.** The initial principal office of the Association shall be located at 95 West 100 So. Suite 389, Logan, UT 84321 or such other office as may designated by the Management Committee from time to time.

1.3. **Purposes.** This Association is formed to serve as a means through which the Owners may take action with regard to the administration, management and operation of the Association, the properties and Common Areas therein.

1.4. **Applicability of Bylaws.** The Association, all Owners and all persons using the Property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to the Declaration and these Bylaws.

1.5. **Composition of Association.** The Association shall be composed of all Owners, including Paul B. Humphries, and his lawful successors and assigns ("Declarant"), and the Association itself, to the extent any of these own or are deemed Owners under the Declaration or own Property subject to the Declaration.

1.6. **Legal Status of Association as an Entity.**

(a) The Association is registered with the Utah Division of Corporations and Commercial Code as a limited liability company. The Articles of Organization and operating agreement of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the Association. The name of the association is "Westview Homeowners, LLC., The" and may be operated as a "limited liability company" or a "nonprofit corporation" as determined by the Management Committee or as required by the Declaration or Utah Law.

(b) In the event the legal status of the 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 Organization and Bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

1.7. **Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

## **ARTICLE 2** **MEETING OF ASSOCIATION**

2.1. **Place of Meeting.** The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Management Committee from time to time.

2.2. **Initial Meeting.** The initial meeting of the Association shall be the first annual meeting of the Association pursuant to the provisions of Section 2.3 below, unless the Turnover Meeting is called by the Declarant prior to the date of the first annual meeting, in which case the initial meeting of the Association shall be the Turnover Meeting.

2.3. **Annual Meetings.** The first annual meeting of the Owners shall be held within one (1) year from the date of the adoption of these Bylaws, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at a time and place within the State of Utah selected by the Management Committee of the Association. If the annual meeting of the Owners is a Sunday or legal holiday, the meeting will be held on the first day following which is not a legal holiday.

2.4. **Special Meetings.** Special meetings of the Owners may be called at any time by the president or by the Management Committee, or upon written request of the at least thirty percent (30%) of the members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.5. **Notice of Meetings.** Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

2.6. **Voting.** Voting shall be conducted as provided in Article 20 of the Declaration. The Management Committee shall be entitled to vote on behalf of any Home which has been acquired by or on behalf of the Association if it qualifies as a Home on a Lot under the

Declaration which has an appurtenant vote, except the Management Committee shall not be entitled to vote such Homes in any election of Committee members.

2.7. **Proxies, Absentee Ballots and Rights of Mortgagees.**

(a) **Proxies**

(1) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Management Committee.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Management Committee if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.13 below.

(5) Every proxy shall automatically cease upon sale of the Home.

(b) **Absentee Ballots.** At the discretion of the Management Committee, a vote may be cast by absentee ballot.

(c) **Mortgage Rights.**

(1) An Owner may pledge or assign the owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner's voting rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Management Committee.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.8. **Fiduciaries and Joint Owners.**

(a) **Fiduciaries.** An executor, administrator, guardian, or trustee may vote in

person or by proxy, at any meeting of the Association with respect to any Home owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Home in such capacity.

(b) **Joint Owners.** Whenever any Home is owned by two or more persons jointly who are deemed Owners under the Declaration and according to the records of the Association, the vote of the Owners may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Owner(s) shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.9. **Quorum of Owners.**

(a) Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the Association, Owners holding fifty percent (50%) of the total voting rights if the Association, present in person, by proxy, or absentee ballot if permitted under Section 2.7(b) above, shall constitute a quorum.

(b) The subsequent ratification of an Owner, in the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(c) If any meeting of Owners cannot be organized because of a lack of quorum, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. For each adjourned meeting, the quorum requirement shall be reduced by one-fourth (1/4) of the quorum requirement of the previous meeting. The adjournment provisions of this subsection (c) do not apply to action by written ballot in lieu of a meeting under Section 2.13 below.

2.10. **Binding Vote.** The vote of the Owners holders of more than fifty percent (50%) of the voting rights present, in person or by proxy or absentee ballot if permitted under Section 2.7(b) above, at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage vote is required by law, the Declaration, or these Bylaws.

2.11. **Order of Business.** The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;

- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and approval of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of Committee members;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

2.12. **Meeting Procedure.** Unless other rules of order are adopted by resolution of the Management Committee:

(a) Meeting of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Association may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Association is deemed valid without regard to procedural errors related to the rules of order one (1) year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

2.13. **Action By Written Ballot In Lieu of a Meeting.**

(a) **Action By Written Ballot.** At the discretion of the Management Committee, any action, except election or removal of Committee members, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.

(b) **Form and Effect of Ballot**

(1) The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(2) A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

(1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section:

(A) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(B) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or

(C) A date certain on which all ballots must be returned to be counted.

(d) Secrecy Procedure. The Management Committee may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by:

(A) A secrecy envelope;

(B) A return identification envelope to be signed by the owner; and

(C) Instructions for marking and returning the ballot.

(e) Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Management Committee within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.



(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection (e)(4) of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(f) Owner Notification of Ballot Results. Each Owner shall be notified within ten (10) days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.

**2.14. Action Without a Meeting.**

(a) Any action that may be taken at any annual or special meeting of the Association, may be taken without a meeting and without solicitation of written ballots pursuant to Section 2.13 above, if the action is taken by all of the Owners entitled to vote on the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by all of the owners entitled to vote on the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

**ARTICLE 3  
MANAGEMENT COMMITTEE**

**3.1. Number and Qualification**

(a) Until such time as the Declarant's period of control shall cease pursuant to Article 14 of the Declaration, the affairs of the Association shall be governed by the Declarant. Subsequent to the turnover of control of the Association from the Declarant to the Owners, the Committee shall consist of five (5) Committee members elected as provided in Section 3.3 below.

(b) All Committee members must be an Owner. However, multiple Owners of the same Home may not serve as Committee members simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Committee if the corporation, partnership, trust or estate owns a Home and qualifies as an Owner as defined in the Declaration.

### 3.2. Election and Term of Office.

(a) Within sixty (60) days following the closing of the sale of the 75<sup>th</sup> home, Declarant shall provide written notification to each of the Owners informing them that the Period of Declarant Control has ended, and that the Owners must proceed to elect members of the Management Committee. At such meeting held by the Owners, the Owners shall elect one class of two (2) Committee members to serve for one year and a second class of three (3) Committee members to serve for two years. Thereafter, the successors to each class of Committee members shall serve for terms of two (2) years.

(b) Nomination to the Management Committee and election shall be as specified in Article 4 below.

(c) All Committee members shall hold office until their respective successors shall have been elected by the Owners.

3.4. Vacancies. Vacancies on the Management Committee, caused by any reason other than the removal of a Committee member by a vote of the Association, shall be filled for the balance of the term of each committee membership by vote of a majority of the remaining Committee members even though they may constitute less than a quorum. Each person so elected shall be a Committee member until a successor is elected upon expiration of the term for which the person was elected by the other Committee members to serve.

### 3.5. Removal of Committee members

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.13 above, any one or more of the Committee members may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Committee member whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Management Committee, pursuant to Section 6.2(c) below, may declare the office of a member of the Management Committee to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Management Committee.

The vacancy shall be filled as provided in Section 3.4 above.

3.6. **Compensation.** No Committee member shall receive compensation for any service he or she may render to the Association. However, any Committee member may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.7. **Action Taken Without A Meeting.** In the case of any emergency, the Committee members shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the Committee members in accordance with Utah Code Ann. §16-6a-813. Any action so approved shall have the same effect as though taken at a meeting of the Committee members.

**ARTICLE 4**  
**NOMINATION AND ELECTION OF COMMITTEE MEMBERS**

4.1. **Nomination.**

(a) **Method of Nomination.** Nomination for election to the Management Committee, including action under Section 3.4 above, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or any special meeting held pursuant to Section 3.5 above by those Owners entitled to vote. The Nominating Committee shall make as many nominations for election to the Management Committee as it shall in its discretion determine, but not less than the number of vacancies

(b) **Nominating Committee.** The Nominating Committee shall consist of a chairman, who shall be a member of the Management Committee; and two (2) or more members of the Association. The Nominating Committee shall be appointed by the president of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

4.2. **Election.** Election to the Management Committee shall be by secret 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE 5**  
**MEETINGS OF COMMITTEE MEMBERS**

5.1. **Organizational Meeting.**

(a) **Location, Date and Time.** The first meeting of a newly-elected Management Committee shall be held within ten (10) days of election at such place, date and time as shall be fixed by the Committee members at the meeting at which the Committee

members were elected and no notice shall be necessary to owners or to the newly elected Committee members in order to legally hold the meeting providing a majority of the elected Committee members are present.

(b) **Procedure and Business.** Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted Committee. At the organizational meeting, the Management Committee shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2. **Regular Meetings.** Regular meetings of the Management Committee shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Committee. Should the meeting fall upon a Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Sunday or legal holiday.

5.3. **Special Meetings.** Special meetings of the Management Committee shall be held when called by the president of the Association, or by any two (2) Committee members, after not less than three (3) days notice to each Committee member by mail, including electronic mail if approved by the Committee, telephone, or facsimile transmission. The notice must state the time, place, and purpose of the meeting.

5.4. **Meeting Procedure.** Unless other rules of order are adopted by resolution of the Management Committee:

(a) Meeting of the Management Committee shall be conducted according to the last edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Management Committee may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Management Committee is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

5.5. **Open Meetings; Executive Sessions.**

(a) **Open Meetings.** Except as provided in Subsection (b) of this section, all meetings of the Management Committee shall be open to Owners. However, no Owner shall have a right to participate in the Management Committee meeting unless the Owner is also a member of the Committee. The president shall have the authority to exclude or remove an Owner who disrupts the proceedings at a Committee meeting.

(b) Executive Sessions. In the discretion of the Committee, the following matters may be considered in executive session:

- (1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (2) Personnel matters, including salary negotiations and employee discipline;
- (3) The negotiation of contracts with third parties;
- (4) Collection of unpaid assessments; and

(c) Executive Session Procedure.

(1) Except in the case of an emergency, the Management Committee shall vote in an open meeting whether to meet in executive session. If the Committee votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

(2) A contract or an action considered in executive session does not become effective unless the Committee, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

5.6. Meetings by Telephonic or Electronic Communication. In the event of an emergency, meetings of the Management Committee may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Management Committee participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

5.7. Notice to Owners of Meetings of Committee. For other than emergency meetings, notice of each Management Committee meeting must be posted at a place or places on the property at least three (3) days prior to the meeting, or notice must be provided by a method otherwise reasonably calculated to inform the Owners of the meeting.

5.8. Waiver of Notice. Any Committee member may, at anytime, waive notice of any meeting of the Management Committee in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Committee member at any meeting of the Committee shall constitute a waiver of notice by the Committee member, except where the

Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Committee members are present at any meeting of the Committee, no notice to Committee members shall be required and any business may be transacted at the meeting.

5.9. **Quorum and Acts.** At all meetings of the Management Committee a majority of the existing Committee members shall constitute a quorum for the transaction of business and the acts of the majority of the Committee members present shall be the acts of the Management Committee. If, at any meeting of the Management Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

## **ARTICLE 6**

### **POWERS, RIGHTS AND DUTIES OF THE MANAGEMENT COMMITTEE**

6.1. **General Powers and Duties.** The Management Committee shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

6.2. **Specific Powers.** In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association or other applicable law, the Management Committee shall have the power to:

- (a) 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 Owners and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area of a member during any period in which such Owner 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) Declare the office of a member of the Management Committee to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Management Committee.
- (d) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

6.3. **Specific Duties.** In addition to duties imposed by the Declaration, these Bylaws

or by resolutions of the Association or other applicable law, the Management Committee shall have the duty to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such a statement is requested in writing by twenty-five percent of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the Assessments against each Owner at least thirty (30) days in advance of each Assessment period;
  - (2) Send written notice of Assessments to every Owner subject thereto at least thirty (30) days in advance of any Assessment period;
  - (3) Foreclose the lien against any Homes for which Assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid in accordance with the Declaration. A reasonable charge may be made by the Committee for the issuance of these certificates as permitted by Utah law.
- (e) Procure and maintain adequate liability and hazard insurance on property Owned by the Association or maintained by the Association if required by the Declaration.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
- (g) Cause to be maintained the Common Areas and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration or any supplemental declaration annexing Additional Land to the Development.
- (h) Establish and maintain the financial accounts of the Association.
- (i) Establish a budget for payment of all common expenses of the Association, and, if deemed necessary, institute and maintain a voucher system for payment,

which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(j) Prepare and distribute annual financial statements for the Association to each Owner.

(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 Secretary of State, Department of Corporations and Commercial Code.

(l) Prepare or cause to be prepared and filed any required income tax returns or forms.

(m) In the Committee's discretion, appoint an Architectural Control Committee, as provided in the Declaration; and a Nominating Committee, as provided in these Bylaws. In addition, the Management Committee shall appoint such other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE 7 OFFICERS AND THEIR DUTIES**

### **7.1. Designation and Qualification.**

(a) **Designation.** The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Committee members may designate the office of assistant treasurer and assistant secretary.

(b) **Qualifications.** The president and vice-president shall be a member of the Management Committee, but the other officers need not be Committee members or Owners. Any Committee member may be an officer of the Association.

(c) **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

(d) **Special Appointments.** The Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Committee may, from time to time, determine.

7.2. **Election and Vacancies.** The officers of the Association may be elected by the Management Committee at the organizational meeting of each new Committee held in



accordance with Section 5.1 above or any Management Committee meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Management Committee shall elect a successor to fill the unexpired term at any meeting of the Management Committee.

7.3. **Resignation.** Any officer may resign at any time by giving written notice to the Committee, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4. **Removal of Officers.** Officers shall hold office at the pleasure of the Management Committee. Upon an affirmative vote of a majority of the members of the Management Committee any officer may be removed, either with or without cause.

7.5. **Compensation of Officers.** No officer who is a member of the Management Committee may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Management Committee may fix any compensation to be paid to any officers who are not also Committee members.

7.6. **Duties of Officers.** The duties of the officers are as follows:

(a) **President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Management Committee. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) **Secretary.** The secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association, have charge of such books and papers as the Management Committee may direct, and in general, perform all of the duties incident to the office of secretary.

(d) **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other

valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Management Committee and disbursing funds as directed by resolution of the Committee.

**ARTICLE 8**  
**INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBERS**

Each officer and Committee member 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 party by reason of being or having been a Committee member or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the Committee member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

**ARTICLE 9**  
**RECORDS AND AUDITS**

The Association shall maintain within the State of Utah all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and Utah law in the manner prescribed by a resolution adopted by the Management Committee.

**9.1. General Records.**

(a) The Management Committee and managing agent or manager, if any, shall keep detailed records of the actions of the Management Committee and managing agent or manager; minutes of the meetings of the Management Committee; and minutes of the meeting of the Association.

(b) The Management Committee shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Management Committee.

(c) The Management Committee shall maintain a list of Owners and a list of all Mortgagees of Homes. The list of Owners shall specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) As reasonably available, the Association shall retain within this state all records of the Association for not less than the period specified in applicable law, except that:

(1) Documents of a permanent nature such as the following, if available, must be maintained as permanent records of the Association:

- (A) The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
  - (B) The original specifications, indicating all subsequent material changes;
  - (C) The plans for underground site service, site grading, drainage and landscaping together with cable television drawings;
  - (D) Any other plans and information relevant to future repair or maintenance of the property; and
  - (E) A list of the general contractor and the electrical, heating and plumbing subcontractors responsible for construction or installation of common areas;
- (2) Proxies and ballots must be retained for one year from the date of determination of the vote.

9.2. **Records of Receipts and Expenditures** The Management Committee or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Association, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

9.3. **Assessment Roll**. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Owner. The account shall designate the Lot number of the Home owner, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.4. **Payment of Vouchers**. The treasurer shall pay all vouchers up to One Thousand Dollars (\$1,000) signed by the president, managing agent, manager, or other person authorized by resolution of the Management Committee. Any voucher in excess of \$1,000 shall require the signature of the president.

9.5. **Financial Reports and Audits**.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all Owners and to all mortgagees of Homes who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time the Management Committee, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Homes. At any time any Owner or Mortgagee may, at such Owner's or Mortgagees own expense, cause an audit or inspection to be made of the books and records of the Association.

9.6. **Inspection of Records by Owners.**

(a) Except as otherwise provided in Section 9.7 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Home pursuant to rules adopted by resolution of the Management Committee.

(b) The Management Committee shall maintain a copy, suitable for the purposes of duplication, of the following:

(1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association.

(2) The most recent financial statement prepared pursuant to Section 9.5 above.

(3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall make available the requested information required to be maintained under Subsection (b) of this section.

(d) The Management Committee, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

9.7. **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in Subsections (a) and (b) of this section.

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Committee reports compiled for or on behalf of the association or the Management Committee by its agents or committees for consideration by the Management Committee in executive session held in accordance with Section 5.5(b) above.

(f) Documents, correspondence or other matters considered by the Management Committee in executive session held in accordance with Section 5.5(b) above.

(g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the association.

9.8. **Notice of Sale or Mortgage.** Immediately upon the sale or Mortgage of any Home, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

#### **ARTICLE 10** **ASSESSMENTS**

10.1. Each Owner is obligated to pay to the Association Assessments specified in the Declaration which are secured by a continuing lien upon the home(s) against which the Assessment is made.

10.2. Any Assessments or portions thereof which are not paid when due shall be delinquent and subject to the remedies specified in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Home, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

10.3. No Owner may waive or otherwise escape liability for the Assessment provided for in the Declaration by non-use of the Common Area or abandonment of the Owner's Home.

#### **ARTICLE 11** **AMENDMENTS**

11.1. **How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Management Committee or by Owners holding at least thirty percent (30%) of

the voting rights. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

11.2. **Adoption.** Amendments may be approved by the Association at a duly constituted meeting or meeting of Owners by written ballot in lieu of a meeting conducted pursuant to Section 2.13 above for such purpose. Subject to Section 11.3 and 11.4 below, a vote of at least two-thirds (2/3) of the Owners participating in a properly convened meeting, held for such purpose, is required for approval of any amendment.

11.3. **Corrections and Regulatory Amendments.** Notwithstanding the provisions of Section 11.2 and any other provision of these Bylaws, and in addition to all other special rights of the Declarant provided in the Declaration and these Bylaws, until such time as the Period of Declarant's Control shall cease pursuant to Article 14 of the Declaration, Declarant shall have the unilateral right, without the approval or joinder by the Association, Owners, Mortgagee or other person, to amend these Bylaws in order to:

(a) Correct obvious typographical, mathematical or similar errors.

(b) Comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, Committee, commission or agency of the United States, the State of Utah, Weber County, Pleasant View City or any corporation wholly owned, directly or indirectly, by the United States, the State of Utah, Weber County or Pleasant View City which insures, guarantees or provides financing for a development such as Westview Subdivision or lots in such a development.

11.4. **Declarant Consent.** Until such time as the Period of Declarant's Control shall cease pursuant to Article 14 of the Declaration, any amendment must be approved by the Declarant, in writing.

11.5. **Additional Rights.** Until such time as the Period of Declarant's Control shall cease pursuant to Article 14 of the Declaration, the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Home, for federal mortgage financing.

11.6. **Execution and Recording.** An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws.

11.7. **Challenge to Validity.** No action to challenge the validity of an adopted amendment may be brought more than one (1) year after the amendment is recorded.

**ARTICLE 12**  
**MISCELLANEOUS**

12.1. **Notices.**

(a) **Association.** All notices to the Association or the Management Committee shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Management Committee may hereafter designate from time to time.

(b) **Owners.**

(1) Except as otherwise provided in the Declaration, these Bylaws or under applicable law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Management Committee, or if no address has been designated, then to the Owner's Lot address.

(2) If a Home is jointly owned or the Home has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the home's Lot address shall be sufficient.

12.2. **Waiver, Precedent and Estoppel.** No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the 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.

12.3. **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

12.4. **Fiscal Year.** The fiscal year of the Association shall be determined by the Committee in its discretion.

12.5. **Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**CERTIFICATION**

I, THE UNDERSIGNED, do hereby certify that I am the Declarant acting within the Period of Declarant's Control, and on behalf of the Association, pursuant to Article 14 of the Declaration, and that the foregoing Bylaws constitute the original Bylaws of said Association on this 12 day of January, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12 day of January, 2012.

Don M Jones  
Don M Jones

STATE OF UTAH                    )  
  : ss  
COUNTY OF Weber            )

The foregoing instrument was acknowledged this 12 day of January, 2012 by Don M Jones.

Melissa Rich  
Notary Public

**PROPERTY**

Westview Subdivision Phase 1, Lots 1 thru 88.

