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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR CRAIG ESTATES PH
3 HOA

**BYLAWS
OF
CRAIG ESTATES PHASE 3
HOMEOWNERS ASSOCIATION**

**RETURNED
DEC 19 2012**

A Utah Non-Profit Corporation

December 2012

12-598-0301-0306
12-747-0307
12-598-0308-0325

WHEREAS, by executing and recording these Bylaws, the Members of the Association intend to adopt Bylaws pertaining to the regulation and management of the affairs of the Association,

NOW, THEREFORE, pursuant to the provisions of the Utah Revised Non-profit Corporation Act and the Utah Community Association Act, the Members of the Association, who are the Owners of Lots described in Exhibit A herein, hereby adopt the following Bylaws for such Association:

**ARTICLE I
DEFINITIONS**

1.1 **General.** Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meaning when used in these Bylaws.

1.2 **"Association"** means the Craig Estates Phase 3 Homeowners Association, a Utah non-profit corporation.

1.3 **"Board" or "Board of Directors"** means the Board of Directors of the Association.

1.4 **"Committee"** means a committee of members, officers, or directors of the Association authorized and designated by the Board of Directors.

1.5 **"Declaration"** means the Declaration of Covenants, Conditions and Restrictions of Craig Estates Phase 3 Cluster Subdivision, Syracuse City, Davis County, Utah, as the same may be amended from time to time.

1.6 **"Director"** means a member of the Board of Directors.

1.7 **"Member"** means a member of the Association.

1.8 **"Owner"** means any person or entity, which according to the official records of the County Recorder of Davis County, Utah, is an owner or joint owner of fee simple title to any Lot within the Project, as provided by the Declaration.

1.9 **"Project"** means Craig Estates Phase 3 Cluster Subdivision, Syracuse City, Davis County, Utah.

ARTICLE II MEMBERS

2.1 **Members.** Membership in the Association shall be limited to Owners of Lots within the Project. An Owner of a Lot shall automatically, upon becoming an Owner thereof, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. An Owner that is a corporate or other legal entity shall have membership in the Association with the same membership rights as an Owner that is a natural person and shall designate an individual to exercise such rights in writing.

2.2 **Annual Meetings.** The annual meeting of Members shall be held on the 3rd Saturday of August of each year at 7:00 p.m., beginning with the year following the year in which these Bylaws are adopted. The purpose of the annual meeting shall be electing Directors and transacting such other business as may come before the meeting. If the election of Directors cannot be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

2.3 **Special Meetings.** Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than thirty-five percent (35%) of the allocated interest of the Association. Any written request for a special meeting presented by the Members shall be delivered to an officer of the Board of Directors and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. Such written request shall state the purpose or purposes of the meeting and be delivered to the Board of Directors or the President, who shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.

2.4 **Place of Meetings.** The Board of Directors may designate any place in the Davis County limits reasonably convenient for the members of the Association as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

2.5 **Notice of Meetings.** The Board of Directors shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Members (whether annual or special) to be sent, transmitted, or delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting.

2.6 **Members of Record.** For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Directors may

designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated, the last date on which a notice of the meeting is sent, mailed, transmitted or delivered shall be deemed to be the record date. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Project shall be deemed to be the Members of record for the purposes of determining Members entitled to notice of or to vote at the meeting .

2.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than thirty percent (30%) of the allocated interest of the Association shall constitute a quorum for the transaction of business.

2.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

2.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or by the law of the state of Utah. The election of Directors shall be by secret ballot. Members who are joint owners of a Lot shall have only one (1) vote for each Lot owned, which vote must be cast unanimously by such means as the joint owners themselves may determine. In no event shall fractional votes be exercised or counted in respect to any Lot. The right of an Owner to vote as a Member of the Association may be suspended for such periods as the Owner may be in arrears and past due in payment of assessments and other amounts due to the Association, as provided in the Declaration, subject to the discretion of the Board of Directors.

2.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Members 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 30 days of notice of any decision by the Board of Directors.

2.11 Action without Meeting. Any action that may be taken at any annual or special meeting of Members other than election of members of the Board of Directors may be taken without a

meeting, if one or more consents in writing, setting forth the action to be taken, are signed by Members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Notice of approval of such action shall be given to all Members entitled to vote who have not consented in writing. A Member action approved without a meeting shall not be consummated or take effect until ten (10) days after such notification has been given, unless the written consent of all Members entitled to vote has been obtained. Any Member giving a written consent may revoke the consent in a signed writing that is received by the Association prior to the effective date of the action concerned. Written consent for action taken pursuant to this section shall not be effective unless all consents relied upon to approve the action are received within a sixty (60) day period, or a shorter period if specified in writing. Any proposal for a Member action without meeting that is propagated, sent, or distributed by the Board of Directors, or by Directors or officers of the Association under color of authority, shall not be sent or distributed without a reasonable opportunity for any Director who so desires to describe the opposing side of the issue in writing, and have that description accompany the proposal. The Directors shall make a reasonable effort to describe the advantages and disadvantages of any such proposal, whether presented in a meeting or for action without a meeting.

2.12 Notice to Members. Notice to Members by mail, electronic mail, facsimile, courier, delivery, or other fair and reasonable means shall be allowed. A notice by electronic means shall be sent or transmitted to an address or identifier that the Member has registered with the Association. If a notice is mailed, it shall be deemed to be delivered when deposited in the U.S. mail, addressed to the Member as the Member's registered address, with first-class postage prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Any registered address may be changed from time to time or withdrawn, by notice in writing to the Association. If no address is registered with the Association, the physical address of a Member's Lot shall be deemed to be the Member's registered address for purposes of notice in this Section.

ARTICLE III BOARD OF DIRECTORS

3.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, except such powers as by law, the Articles of Incorporation, these Bylaws, the Declaration, or the law of the State of Utah are vested solely in the Members.

3.2 Number, Tenure, and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of (5) persons. All members of the Board of Directors must reside in the Project. Each Director shall be an Owner or the spouse of an Owner, but no two members of the Board may reside in the same Unit or be the spouse of one another. If an Owner is a corporation, partnership, limited liability company, or trust, a Director may be an officer, partner, member, manager, trustee or beneficiary of such Owner so long as they reside in the Project. If a Director ceases to meet any required qualifications during the Director's term, such person's membership on the Board shall automatically

terminate. At each annual meeting, the Members shall elect or re-elect for terms of two (2) years each the appropriate number of Directors.

3.3 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly, at the discretion of the Board of Directors. The Board of Directors may designate any place in Davis County, Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with directors appearing telephonically so long as any member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the principal office of the Association.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Davis County, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto. Any Director may waive notice of a meeting.

3.5 Quorum and Manner of Action. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board of Directors. The Directors shall act only as a Board of Directors, and individual Directors shall have no powers as such.

3.6 Compensation. No Director shall receive compensation for any services that such member may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Director subject to the approval of, and to the extent provided by, the remaining Board of Directors members.

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

3.8 Vacancies. If vacancies shall occur in the Board of Directors by reason of the death, resignation or disqualification of a Director, the Directors then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Directors then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election by the Members at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

3.9 Action without Meeting. Any action that is required or permitted to be taken at a meeting of the Board of Directors, may be taken without a meeting if each and every member of the board in writing either votes for the action; or votes against the action; or abstains from voting;

and waives the right to demand that action not be taken without a meeting. Each such writing shall include the signature of the member of the board so indicating, whether transmitted by paper or electronic facsimile.

3.10 Notice to Directors. Notice to Directors by mail, electronic mail, facsimile, courier, delivery, or other fair and reasonable means shall be allowed under such similar terms as are provided in these Bylaws for notice to Members.

3.11 Open Meetings. Regular and Special Meetings of the Board of Directors shall be open to all Members of the Association; provided, however, that Members who are not on the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a majority vote of a quorum of the Board. The Board of Directors may, with the approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, enforcement measures to be taken or proposed to be taken against any member of the Association, and other business of a similar nature.

3.12 Minutes. A copy of the written minutes of any meeting of the Board of Directors, except for the minutes taken in an executive session of the Board, shall be prepared and made available to each member of the Association within sixty (60) days after the adjournment of such meeting. The Secretary shall make every reasonable effort to expedite the availability of the Minutes, subject to available time and resources.

ARTICLE IV OFFICERS

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer and such other officers as may from time to time be appointed by the Board of Directors.

4.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the members. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary/Treasurer. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President, and Secretary/Treasurer must be and remain Directors of the Association during the entire term of their respective offices.

4.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Directors of the Association.

4.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board of Directors or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board of Directors at anytime, with or without cause.

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

4.6 The President. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

4.7 The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Directors or Members. The Vice President shall perform such other duties as required by the Board of Directors.

4.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution of the Board of Directors may require such person to keep. The Secretary shall also act in the place and stead of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Board of Directors.

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

4.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer subject to the approval of, and to the extent provided by, the Board of Directors.

ARTICLE V COMMITTEES

5.1 Designation of Committees. The Board of Directors may from time to time by resolution designate such Committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such Committee designated hereunder shall include at least one (1) Director. No Director shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

5.2 Quorum and Manner of Acting. At each meeting of any Committee the presence of members constituting at least a majority of the authorized membership of such Committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such Committee. The members of any Committee hereunder shall act only as a Committee, and the individual members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors. Each Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine.

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

5.4 Vacancies. If any vacancy shall occur in any Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

5.5 Open Meetings. All Committee Meetings shall be open to the Members of the Association; subject to restriction of the participation of non-committee members by a majority of Committee members present. Meetings of Committees composed only of Directors and officers of the Association may enter executive session under similar terms and conditions as provided for meetings of the Board of Directors.

5.6 Proceedings of Committees. Each Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

ARTICLE VI INDEMNIFICATION

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

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

6.3 Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Director, officer, or employee of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Approval by Electronic Means. The officers and directors of the Association may accept an electronic signature pertaining to any consent, vote, or approval if a means to verify the signature is readily available and documented by the Association; and the electronic signature or evidence thereof may be readily be kept and preserved for any necessary period and readily be verified or re-verified during the same. All consents, votes, or approvals shall be deemed to be made in writing if signed by electronic means consistent with this section.

7.2 Conduct of Meetings. Meetings of the Members, of the Board of Directors, or of any Committee shall be conducted under rules of order or principles of fairness reasonably similar to the principles or rules described in Roberts Rules of Order Newly Revised.

7.3 Construction. Provisions of the Articles of Incorporation and the Declaration shall supersede any provision to the contrary in these Bylaws.

ARTICLE VIII AMENDMENTS

8.1 Amendments. Except as otherwise provided by law, the Articles, the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be adopted by the Members upon the affirmative vote or written consent or combination thereof by a majority of all of the allocated voting interests of Members of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Davis County, Utah.

ARTICLE IX ADOPTION

It is hereby certified that these Bylaws have been adopted by the Craig Estates Phase 3 Homeowners Association, Inc., a Utah non-profit corporation, with the approval of the Members and will be recorded in the Recorder's Office of Davis County, Utah. The vote to adopt these Bylaws was conducted on December 11, 2012 and these Bylaws were approved with 13 votes out of 25 total votes of the Association.

IN WITNESS WHEREOF, this 19 day of December, 2012.

By: Ryan Albrecht
President

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 19 day of December, 2012, personally appeared before me Ryan Albrecht who, being by me duly sworn, did say that he is President of the Craig Estates Phase 3 Homeowners Association and that the within and foregoing instrument was signed on behalf of said Association and he duly acknowledged to me he executed the same.

[Signature]
Notary Public

DATED this 19 day of December, 2012.

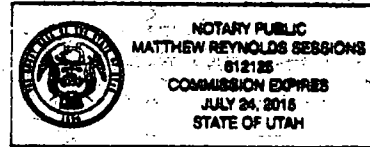


Exhibit A

LEGAL DESCRIPTION OF LOTS IN CRAIG ESTATES PHASE 3

Lot 301, 302, 303, 304, 305, 306, ~~307~~, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, inclusive, of Craig Estates Phase 3 Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof.

Lot 307 of Craig Estates Phase 3 Cluster Subdivision Amendment, Lot 307

FOR INFORMATION PURPOSES ONLY

The Lots are parcel numbers 12-598-0301 through 12-598-0306 inclusive, 12-747-0307, and 12-598-0308 through 12-598-0325 inclusive. (The former parcels 12-598-0307 and 12-598-0326 were combined to make parcel 12-747-0307 in a plat amendment recorded 22 Sep 2010).