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E# 2813098 PG 1 OF 9  
Leann H. Kilts, WEBER COUNTY RECORDER  
02-Sep-16 1132 AM FEE \$214.00 DEP D/  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

BYLAWS OF  
BRIER RIDGE HOMEOWNERS ASSOCIATION, A UTAH  
NONPROFIT CORPORATION

*07-592-0001 thru 07-592-0065*

*07-642-0001 thru 07-642-0073*

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §16-6a-101 et. Seq. (as amended from time to time) the following Bylaws are hereby adopted as the Bylaws of Brier Ridge Homeowners Association, a Utah nonprofit corporation. These Bylaws are P.R.U.D. Phase 1, Phase 2 and Phase 3, a Planned Residential Unit Development, which is recorded in the official records of authorized by and are supplement to the Declaration of Covenants, Conditions and Restrictions for Brier Ridge Weber County, Utah (the "Declaration").

*07-662-0001 thru 07-662-0053*

**ARTICLE ONE  
ORGANIZATION**

**Section 1.1. Name.** The name of the nonprofit Corporation is Brier Ridge Homeowners Association, Inc. (hereinafter called the "Association").

**Section 1.2. Registered Office.** The registered office of the Association shall initially be situated at the location stated within the Articles of Incorporation and may, at a later date, be moved to such other location as the Board of Trustees may from time to time designate.

**Section 1.3. Other Offices.** The Association may maintain such other offices both within and without the State of Utah as the Board of Trustees may authorize.

**Section 1.4. Purpose.** The Association been organized for the purposes set forth in the Articles of Incorporation.

**Section 1.5. Corporate Seal.** The seal of the corporation shall be of such design as shall be approved and adopted from time to time by the Board of Trustees, and the seal or a facsimile thereof may be affixed by any person authorized by the Board of Trustees or these Bylaws by impression, by printing, by rubber stamp, or otherwise. The foregoing notwithstanding, however, unless otherwise required by the laws of the State of Utah, the Board of Trustees may opt not to utilize a corporate seal.

**ARTICLE TWO  
DEFINITIONS**

**Section 2.1. Definitions.** Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions

of Brier Ridge Townhomes P.R.U.D., applicable to the Property and recorded or to be recorded in the official records of the County Recorder of Weber County, Utah, as the same may be amended from time to time as therein provided shall have such defined meanings when used in the Bylaws.

### ARTICLE THREE MEMBERS

**Section 3.1. Membership.** Membership in the Association shall be open to all persons who meet the following criterion:

Every Owner upon acquiring title to a Residential Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her Membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

**Section 3.2. Place of Meetings.** Meetings of the Members of the Association shall be held at such place or places, within the State of Utah, as shall be determined by the Board of Trustees.

**Section 3.3. Annual Meeting.** The annual meeting of the Members shall be held on the second Thursday in August of each year, if that day is not a legal holiday, and if a holiday, then on the first following day that is not a legal holiday. If any annual meeting is not held at the designated time, the meeting shall be held as promptly as practicable thereafter at a time to be determined by the Board of Trustees.

**Section 3.4. Special Meetings.** Special meetings of the Members may be called by the Board of Trustees, the President, or by written petition of not less than twenty (20) percent of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

**Section 3.5. Notice of Meetings.** Written notice stating the place, date and hour of the meeting, and the purpose or purposes for which the Member meeting is called, shall be delivered to each Member not less than ten (10) nor more than forty-five (45) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with first class postage prepaid addressed to the Member at his or her address as it appears in the records of the Association or such other address as a Member may have designated for delivery of notices in a written communication to the Association.

Any meeting of Members may be adjourned by the chair to reconvene at another time or place. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Association may transact any business which might have been transacted at the original meeting.

**Section 3.6. Quorum.** At any meeting of the Members, the Members and proxy holders present shall constitute a quorum for the transaction of business, except with respect to questions

for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.

**Section 3.7. Proxies.** A Member may vote either in person or through a proxy executed in writing by the Member or the holder of a lawful power of attorney of said Member. No proxy shall be valid after one (1) year from the date of its execution, unless otherwise expressly provided in the proxy.

**Section 3.8. Voting.** 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 or Lots of such Members, as determined in accordance with the Declaration. The affirmative vote of a majority of the Members represented at the meeting shall be the act of the Members as a whole unless the vote of a greater number of Members is required by the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, in which case such express provisions shall govern.

**Section 3.9. Action by Consent.** Any action which may be taken at any meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Members entitled to vote with respect to the subject matter thereof. The written consent may be executed in several identical counterparts by the Members with the effect as if the Members had executed a single document.

**Section 3.10. Waiver of Irregularities.** All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

## **ARTICLE FOUR** **BOARD OF TRUSTEES**

**Section 4.1. Initial Trustees.** The initial Board of Trustees shall consist of three (3) persons. The initial Trustees shall serve until the total number of votes held by all Class A Members equals the total number of votes held by the Class B Members or December 31, 2007, whichever comes first.

**Section 4.2. Number, Election and Term.** After the initial board has served, at the next regularly scheduled annual meeting of the Members, by majority vote of the Members, the Trustees shall be elected to serve as follows: one Trustee shall serve a three (3) year term; one Trustee shall serve a two (2) year term; and one Trustee shall serve a one (1) year term. Thereafter, one Trustee shall be elected to a three (3) year term at the annual meeting of the Members by majority vote of the Members. Trustees must be Members of the Association. The number of Trustees to serve on the Board of Trustees may be amended by a duly adopted resolution of the Board of Trustees.

**Section 4.3. Powers.** The activities and assets of the Association shall be managed and controlled by the Board of Trustees which shall exercise all the powers of the Association whether derived from law, the Declaration, the Articles of Incorporation or these Bylaws.

**Section 4.4. Meetings; Quorum.** Regular meetings of the Board of Trustees shall be held at such places, within or without the State of Utah, and on such days and at such times as shall be

fixed from time to time by the Board of Trustees. Rules of procedure for the conduct of such meetings shall be adopted by resolution of the Board of Trustees. Notice of such regular meetings need not be given. A majority of the Board of Trustees shall constitute a quorum for the transaction of business, but a lesser number may adjourn to another day if a quorum is not present. The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by the Articles of Incorporation or these Bylaws.

Special meetings of the Board may be held at any time and place, within or without the State of Utah, upon the call of the chairman of the Board, the President or Secretary of the Association by notice delivered to each Trustee not less than three (3) days before such meeting; provided, however, that any Trustee may, at any time, in writing, waive notice of any meeting. Attendance of a Trustee at any meeting shall constitute a waiver of notice of the meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 4.5. Action by Consent.** Any action which is required to be or may be taken at a meeting of the Trustees may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all the Trustees. The written consent may be executed in several identical counterparts by the Trustees with the effect as if the Trustees had executed a single document.

**Section 4.6. Resignation and Filling of Vacancies of Trustees.** Any Trustee of the Association may resign at any time by giving written notice of such resignation to the Board of Trustees. Any such resignation shall take effect at the time specified therein or, if no time be specified, upon receipt thereof by the Board of Trustees.

Vacancies on the board and newly created Trusteeships resulting from any increase in the number of Trustees to constitute the Board of Trustees may be filled by a duly approved resolution of a majority of the Trustees then in office. If the Trustees remaining in office constitute less than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the Trustees remaining in office. Any Trustee elected to fill a vacancy or a newly created Trusteeship shall serve until the next election of Trustees by the Members of the Association.

**Section 4.7. Compensation of Trustees.** No Trustee shall receive compensation for any services rendered to the Association as Trustee; provided, however, that a Trustee may be reimbursed for expenses of attendance at any meeting of the Board as shall be determined by resolution of the Board of Trustees. Nothing herein contained shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefore.

**Section 4.8. Power and duties of the Board of Trustees.** The property and business of the Association shall be controlled and managed by a Board of Trustees; however, the Board may delegate duties to the officers of the Association to the full extent allowed by law.

**Section 4.9. Removal of Trustees.** The Board of Trustees may, by resolution adopted by the affirmative vote of 66% or more of the Trustees, remove a fellow board Member. Sixty-six percent of all Trustees, not 66% of those Trustees in attendance at the meeting, must vote in favor of removal for the resolution to pass.

## ARTICLE FIVE OFFICERS

**Section 5.1. Number, Election and Term.** The officers of the Association shall be a president, vice president, secretary and treasurer who shall be chosen by the Board of Trustees at its first meeting. The Board of Trustees may elect such other officers with such titles and duties as it may determine are appropriate. All officers, unless sooner removed, shall hold their respective offices until the first meeting of the Board of Trustees after the next succeeding election of the Board of Trustees and until their successors shall have been duly elected and qualified. The president, vice president, secretary and treasurer may also serve as Trustees of the Association. The President shall be and remain a Trustee of the Association during the entire term of his or her respective office. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

**Section 5.2. Compensation.** The compensation of the officers of the Association shall be fixed from time to time by the Board of Trustees; however, the monthly compensation for the Trustees shall not to exceed the prevailing monthly assessment fee charged to Members. No officer shall be prevented from receiving such compensation by reason of the fact that such officer is also a Trustee of the Association.

**Section 5.3. Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Association will be served for or without cause.

**Section 5.4. Chairman of the Board.** The chairman of the Board, if any, shall preside at all meetings of the Members and Trustees at which he or she is present and shall perform such other duties as the Board of Trustees or these Bylaws may prescribe.

**Section 5.5. President.** In the absence of the chairman of the Board, the President shall preside at all meetings of the Members and Trustees at which he or she is present. The President shall perform such duties as the Board of Trustees may prescribe and shall see that all orders and resolutions of the Board are carried into effect.

**Section 5.5. Vice President.** The Vice President, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Trustees or President may prescribe.

**Section 5.6. Secretary.** The Secretary shall keep or cause to be kept a record of all meetings of the Members and the Board of Trustees and record all votes and the minutes of all proceedings. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board of Trustees or President, under whose supervision the Secretary shall be. The Assistant Secretaries, if any, in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Trustees may prescribe.

**Section 5.7. Treasurer.** The Treasurer shall have the custody of the Association funds and securities but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

Shall keep full and accurate account of receipts and disbursements in books belonging to the Association, shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Trustees and shall perform such other duties as the Board of Trustees may prescribe.

Shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Trustees, at the regular meetings of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

## **ARTICLE SIX** **INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS**

**Section 6.1. Indemnification of Trustees and Officers.** To the fullest extent permitted by the laws of State of Utah, including future amendments of those laws, the Association shall indemnify and hold harmless each Trustee and Officer of the Association against any and all claims, liabilities, and expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred and arising from any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which any such person shall have become subject by reason of having held such a position or having allegedly taken or omitted to take any action in connection with any such position. However, the foregoing shall not apply to:

- a. any breach of such person's duty of loyalty to the Association or its Members;
- b. any act or omission by such person not in good faith or which involves intentional misconduct or where such person had reasonable cause to believe his or her conduct was unlawful; or
- c. any transaction from which such person derived any improper personal benefit.

**Section 6.2. Determination of Entitlement of Trustees and Officers to Indemnification.** The decision concerning whether a Trustee or Officer seeking indemnification has satisfied the provisions of Section 5.1 shall be made by (i) the Board of Trustees by a majority vote of a quorum consisting of Trustees who are not parties to the action, suit, or proceeding giving rise to the claim for indemnity ("Disinterested Trustees"), whether or not such majority constitutes a quorum; (ii) if there are no Disinterested Trustees, or if the Disinterested Trustees so direct, by independent legal counsel in a written opinion; or (iii) a vote of the Members.

**Section 6.3. Indemnification of Employees and Agents.** The Board of Trustees may, in such cases as, in its complete discretion, it deems appropriate, indemnify and hold harmless employees and agents of the Association, and persons who formerly held such positions against any or all claims and liabilities (including reasonable legal fees and other expenses incurred in connection with such claims or liabilities) to which any such person shall have become subject by reason of having held such a position or having allegedly taken or omitted to take any action in connection with such position.

**Section 6.4. Scope of Indemnification.** The indemnification authorized by this Article shall apply to all present and future Trustees, officers and employees and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

**Section 6.5. Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Association.

## ARTICLE SEVEN MISCELLANEOUS

**Section 7.1. Amendment of Bylaws.** The Bylaws may be amended by a majority vote of the Members present in person or by proxy at the annual meeting, at a special meeting called for that purpose, or by written consent. In those instances where the Bylaws explicitly grant the Board of Trustees the authority to alter such designations as the registered office of the Corporation, the corporate seal, or the total number of Trustees, action taken by the board within such grants of authority shall not be considered an "amendment" of these Bylaws.

**Section 7.2. Fiscal year of the Corporation.** Unless the Board of Trustees shall select another date through a duly adopted resolution, the fiscal year of the Corporation shall begin on the first day of January of each year and end on the 31st day of December.

**Section 7.3. Rules and Regulations.** The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations covering the use and operation of the Property to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws or the Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

**Section 7.4. Amendments.** Except as otherwise provided by law, the Articles of Incorporation, or the Declaration, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the affirmative vote of the majority of the Board of Trustees at a regular or special meeting attended by a quorum, if notice of the proposed alteration, repeal or adoption be contained in the notice of such meeting; provided that the Board of Trustees shall not be permitted to amend the Bylaws contrary to the provisions of the Declaration or the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, constituting the Trustees of Brier Ridge Homeowners Association, Inc. have hereunto set their hands this 25<sup>th</sup> day of August, 2016.

Nicole Reid  
Nicole Reid, President

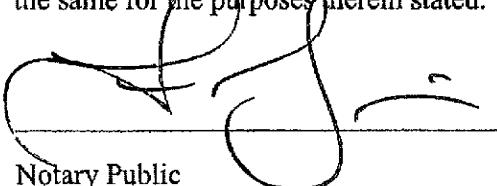
Melissa Moesinger  
Melissa Moesinger, Vice President

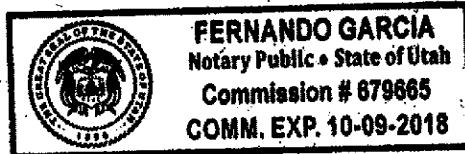
Marilyn Barker  
Marilyn Barker, Secretary/Treasurer

STATE OF UTAH

COUNTY OF weber

On this 25<sup>th</sup> day of August in the year 2016 before me, a Notary Public, in and for said state, personally appeared Nicole Reid, President, Brier Ridge Homeowners Association, a Utah Corporation, known to me to be the person who executed the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Nicole Reid duly acknowledged to me that she executed the same for the purposes herein stated.

  
Notary Public



Print Name: Fernando Garcia

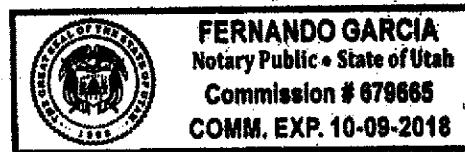
STATE OF UTAH

COUNTY OF weber

On this 25<sup>th</sup> day of August in the year 2016 before me, a Notary Public, in and for said state, personally appeared Melissa Moesinger, Vice President, Brier Ridge Homeowners Association, a Utah Corporation, known to me to be the person who executed the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Melissa Moesinger duly acknowledged to me that she executed the same for the purposes therein stated.



Notary Public

Print Name: Fernando Garcia

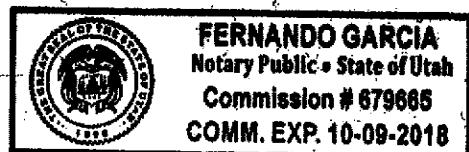
STATE OF UTAH

COUNTY OF weber

On this 31<sup>st</sup> day of August in the year 2016 before me, a Notary Public, in and for said state, personally appeared Marilyn Barker, Secretary/Treasurer, Brier Ridge Homeowners Association, a Utah Corporation, known to me to be the person who executed the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Marilyn Barker duly acknowledged to me that she executed the same for the purposes therein stated.



Notary Public



Print Name: \_\_\_\_\_