

WHEN RECORDED RETURN TO:  
Florentine Villas HOA  
C/o Western Management Assoc.  
4252 S. Highland Drive #105  
Salt Lake City, Utah 84124

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/29/2018 01:36 PM  
FEE \$102.00 Pgs: 11  
DEP RTT REC'D FOR FLORENTINE VILLA  
S HOA

EXHIBIT "C"

02-196-0001 thru BY-LAWS OF FLORENTINE VILLAS  
02-196-0070, 0072 AMENDED AND RESTATED BY-LAWS  
02-202-0003, 0004

RETURNED  
MAY 29 2018

The following are adopted by the Board of Directors as the administrative By-Laws of the Association of FLORENTINE VILLAS:

ARTICLE I

1. Submission. These By-Laws are referred to and incorporated by reference in the Declaration of Covenants, Conditions and Restrictions of FLORENTINE VILLAS (the "Declaration"), which is located in Davis County, State of Utah. These By-Laws shall govern the administration of the Association of Lot Owners of FLORENTINE VILLAS.
2. Office and Registered Agent. The Registered Agent of the Association is Richard Harman of 4252 S Highland Dr., Suite 105, Salt Lake City, Utah 84124.
3. By-Laws Applicability. All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance at FLORENTINE VILLAS, shall be subject to and abide by these By-Laws.

ARTICLE II

ASSOCIATION

- 1 Composition. The association of lot owners is a mandatory association consisting of all Lot Owners at FLORENTINE VILLAS.
- 2 Place of Meeting. Meeting of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Committee from time to time and stated in the notice of meeting.
- 3 Annual Meeting. Unless otherwise designated by the Committee, the annual meeting of the Association shall be held at 7:00pm on the First Tuesday of October each year, or at such other suitable date as may be designated by the Committee from time to time. When such a day is a legal holiday, the

meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

4 Special Meeting. The President or a majority of the members of the Management Committee may call a special meeting of the Association, or if he is so directed by resolution of the Committee or upon receipt of a petition signed and presented to the Secretary of the Committee by at least 25% of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

5 Notice of Meeting. It shall be the duty of the Secretary or Manager to deliver by U.S. mail postage prepaid, or by Email, a notice of each annual meeting or special meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner. The mailing or emailing of a notice in this manner shall be considered legal service of the notice.

6 Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Act, Declaration, By-Laws, Rules and Regulations, and shall have fully paid all Assessments and/or Additional Charges due.

7 Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owners is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Committee not less than 48 hours before the meeting. Only individual Lot Owners or the legal representative of an Organizational Lot Owner may be proxies.

8 Quorum Voting. A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote threat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adaption of decisions. When a quorum is present at any meeting, the vote of the Lot Owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought

before the meeting. If the Declaration requires a fixed percentage of Lot Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

9 Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special committees, if any;
- f) election of inspectors of election, if applicable;
- g) election of Committee Members, if applicable;
- h) unfinished business; and
- i) new business.

10 Conduct of Meeting. The President shall, or in his absence the Vice President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

- a) Open Meetings. A portion of each meeting of the Committee shall be open to all members of the Association, but members other than members of the Committee may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Committee. The Committee shall establish procedures, policies and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.
- b) Executive Session. The Committee may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personal matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
- c) Action Without A Formal Meeting. Any action to be taken at a meeting of the Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Committee.
- d)

### ARTICLE III

#### **MANAGEMENT COMMITTEE**

1 Powers and Duties. The affairs and business of the Association shall be managed by the Management Committee. The Management Committee shall have all of the powers and duties

necessary for the admission of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Establishing the Assessments;
- c) Providing for the maintenance of the Common Areas;
- d) Hiring and dismissing of personnel;
- e) Collecting and depositing Assessments;
- f) Paying Common Expenses;
- g) Opening bank accounts;
- h) Making, amending, and enforcing Rules and Regulations;
- i) Enforcing by legal means the provisions of the Project Documents;
- j) Obtaining insurance;
- k) Keeping the Association's books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be audited by an outside auditor employed by the Committee who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an audited statement prepared at any time.
- l) Providing necessary utility services for the Common Areas;
- m) Impounding, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area;
- n) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Act, the Declaration, the By-Laws, or to do anything required by a proper resolution of the Management Committee or Association.

2 Composition of Management Committee. The Management Committee shall be composed of three (3) members of the Association. Only individual Lot Owners or officers or agents of organizational Owners other than individuals shall be eligible for Committee Membership.

3 Election and Term of Office of the Committee. The term of office of membership on the Committee shall be two years. At the expiration of the member's term, a successor shall be elected.

4 Corporation Meeting. The first meeting of the members of the Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5 Regular Meetings. Regular meetings of the Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee, but no less often than monthly.

6 Special Meetings. Special meetings of the Committee may be called by the President, Vice-President or a majority of the members on at least forty-eight hours prior to notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7 Waiver of Notice. Before or at any meeting of the Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8 Committee's Quorum. At all meetings of the Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at a meeting at which quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9 Vacancies. Vacancies in the Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Committee; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A

vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10 Removal of Committee Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee Member who misses 25% or more of the Committee Meetings or who misses three consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

11 Conduct of Meetings. The President shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

12 Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV

##### **OFFICERS**

1 Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgement may be necessary. All officers shall also be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2 Election of Officers. The officers of the Association shall be elected annually by the Committee at the Corporation meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such purpose.

3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4 President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee and shall be an ex officio member of all committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5 Vice-President. The Vice-President shall, in the absence or disability of the President, preform the duties and exercise the powers of the President, and shall preform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6 Secretary. The Secretary shall attend all meetings of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall preform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the Assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

#### ARTICLE V

#### **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal

year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

#### **ARTICLE VI**

##### **AMENDMENT TO BY-LAWS**

1 **Amendments.** These By-Laws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2 **Recording.** An amendment to these By-Laws shall become effective immediately upon recordation in the Office of the County Recorder of Davis County, State of Utah.

#### **ARTICLE VII**

##### **NOTICE**

1 **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2 **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

#### **ARTICLE VIII**

##### **COMPLIANCE, CONFLICT, AND MICELLANEOUS PROVISIONS**

1 **Conflict.** These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms thereof, except where clearly repugnant to the context, shall have the same meaning as they



are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall in all respects control.

2 **Severability.** If any provision of these By-Laws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstances is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared severable.

3 **Waiver.** No Restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

4 **Captions.** The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

5 **Construction.** Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

6 **Liability of Committee Members.** The members of the Committee and the officers of the Association shall not be liable to any member of the Association for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Committee, including but not limited to any claims due to negligence, mistake of judgement, or for any acts or omissions made in good faith. In addition, the members of the Association agree to indemnify and hold the members of the Committee and officers of the Association harmless from any and all claims arising out of or caused by their voluntary participation as a member of the Committee or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

**FLORENTINE VILLAS HOMEOWNERS ASSOCIATION**

By: Barbara Jessen  
Barbara Jessen, President of Florentine Villas HOA

STATE OF UTAH                    )  
  )ss.  
COUNTY OF SALT LAKE        )

On the 29 day of May, 2018 personally appeared before me Barbara Jessen, who by me being duly sworn, did say that he is the President of FLORENTINE VILLAS HOMEOWNERS ASSOCIATION, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said Association pursuant to a Resolution of its Board of Directors or its Articles of Incorporation, and said Barbara Jessen, duly acknowledged to me that she executed the same.



*[Handwritten signature]*

NOTARY PUBLIC

Residing at: SALT LAKE COUNTY

My Commission Expires: 02-24-2020

EXHIBIT "A"  
LEGAL DESCRIPTION

The Land described in the foregoing Declaration is located in Davis County, Utah and is described more particularly as follows:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED WEST 7.690 FEET AND SOUTH 80.640 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S.00°07'32"E. 249.090 FEET; THENCE N.89°51'43"W. 223.330 FEET; THENCE S.00°03'17"E. 250.580 FEET; THENCE N.89°51'43"W. 161.750 FEET; THENCE N.00°03'17"W. 250.580 FEET; THENCE N.89°51'43"W. 291.370 FEET; THENCE N.00°03'17"W. 77.800 FEET; THENCE N.89°25'58"W. 193.681 FEET; THENCE N.00°04'00"W. 1072.792 FEET; THENCE N.89°54'00"E. 441.424 FEET; THENCE N.00°07'51"W. 136.630 FEET; THENCE N.89°53'45"E. 427.500 FEET; THENCE S.00°07'32"E. 776.370 FEET; THENCE N.89°59'59"W. 266.210 FEET; THENCE S.00°33'21"W. 264.258 FEET; THENCE S.89°26'39"E. 269.371 FEET TO THE POINT OF BEGINNING. CONTAINS 23.32 ACRES.