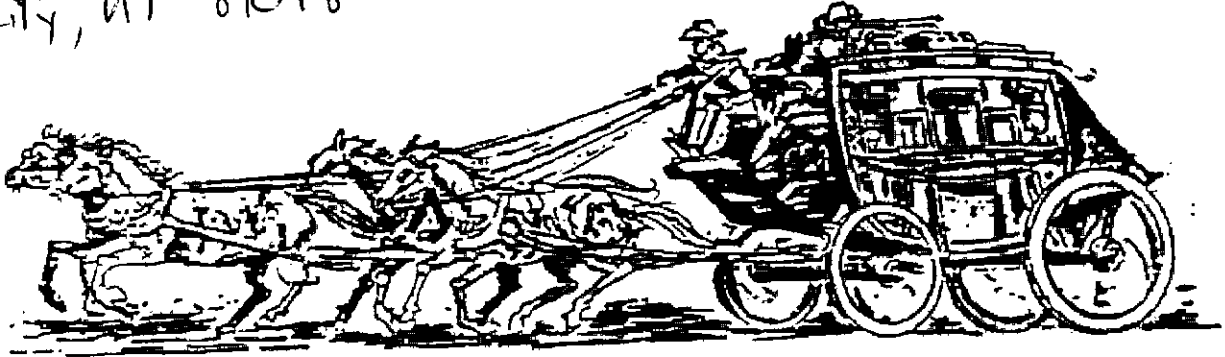


SELOA Stagecoach Estates Lot Owners Association  
P.O. Box 940936  
Park City, UT 84098



# BYLAWS

STAGECOACH ESTATES LOT OWNERS ASSOCIATION

## 2010

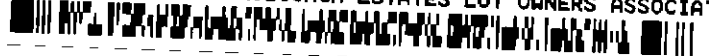
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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 145.00 BY STAGECOACH ESTATES LOT OWNERS ASSOCIATION



ADOPTED: FEBRUARY 16, 2010

STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

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**BYLAWS OF THE STAGECOACH ESTATES LOT OWNERS  
ASSOCIATION, A NON-PROFIT CORPORATION**

**ARTICLE I. NAME**

The organization shall be called the STAGECOACH ESTATES LOT OWNERS ASSOCIATION (The Association).

**ARTICLE II. OBJECTIVES**

These Bylaws adopt and incorporate by reference the entire Protective Covenants for Stagecoach Estates, Summit County, and State of Utah. Said Protective Covenants being in full force and effect.

The objective in establishing this organization is to unite the Lot Owners (a Lot Owner is any individual or group of individuals owning one (1) or more lots in Stagecoach Estates Subdivision) under a common set of rules for the protection of all Lot Owners, by applicable laws of the State of Utah, so that they may enjoy the benefits of working together for the good of the Lot Owners of The Association. These Bylaws shall bond and prescribe rules for the betterment of the Lot Owners. They shall provide guidelines and direction for The Board and Lot Owners. Lot Owners shall agree to be governed by these Bylaws and shall comply with them when they purchase a lot in Stagecoach Estates Subdivision. The financing of services, repair, construction, maintenance and legal services shall be by mutual assessment.

Additional objectives are as follows:

1. To establish and maintain a continuous Lot Owners mutual protection association and to promote the effective and responsible development of all lots within the Stagecoach Estates Subdivision located Northeast of Kimball Junction, Summit County, Utah.
2. To exist as a non-profit corporation and to unite the Lot Owners in the objectives.
3. To develop and maintain access roads, wastewater disposal, water runoff control, and other services that enhance and improve the Lot Owners' investments, health and enjoyment of life.
4. To protect the natural wildlife, birds, fish, and game animals that are located within the boundaries of the area known as the Stagecoach Estates Subdivision.
5. To help Lot Owners, by the adoption of these Bylaws, Protective Covenants, and Articles of Incorporation, enjoy the peaceful use of their property and to maintain and enhance property values.
6. To promote friendship and harmony as the goal of all Lot Owners of The Association

**ARTICLE III. LOT OWNERS**

1. **Membership:** Membership in The Association is required of all Lot Owners. Every person or entity who is a record owner of an interest in any lot which is subject to covenants of record to assessment pursuant to the Protective Covenants shall be a member of The Association. Ownership of such lot shall be the sole qualification for membership. This provision is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from the ownership of any lot that is subject to assessment by The Association. Lot Owners shall pay regular dues and assessments to The Association, may participate in all meetings and social events of the organization and may have a vote in the business meetings of The Association.

2. **Acceptance and Obligation:** Lot Owners, present and future, owning property within The Association are subject to the rules, Bylaws, and Protective Covenants of The Association. The acceptance of a deed or conveyance or entering into a lease shall constitute acceptance of the provisions of these instruments and an agreement to comply therewith. Lot Owners are responsible for providing a copy of the Bylaws to any Lessee. Lot Owners agree to indemnify and hold harmless any and all of the officers, Board of Directors and committee members of The Association for any and all liability arising out of or in connection with their duties, offices held, or services rendered, except for fraud and malfeasance.

A Lot Owner assigns to The Association his or her rights to enforce the Protective Covenants and agrees to be bound by the provisions of the Articles of Incorporation and the Bylaws.

3. **Lot Owner in Good Standing:** A Lot Owner in Good Standing is a Lot Owner that has paid all dues, assessments, fines, penalties and accrued interest, and is not suspended from The Association.

4. **Pronoun Neutral:** The masculine pronoun "he" shall also encompass the feminine "she." The title "chairman" as used in these Bylaws is an honorable position of old standing and shall not denote the gender of the person holding the office.

5. **Voting Right:** A Lot Owner in Good Standing shall have one (1) vote per lot owned, up to a maximum of three votes. A Lot Owner in Good Standing shall be limited to three (3) votes even if the Lot Owner owns four or more lots. Lot ownership is to include any ownership by fee simple, joint tenancy, tenancy in common, a minimum of a 30% interest in a partnership, corporation, trust, or an interest in any other legal entity that owns a lot. A lot owned by more than one person is allocated only one vote. When more than one person holds an interest in any lot, all such persons shall be members of The Association. The vote for such lot shall be exercised as the members owning such lot shall among themselves determine, but in no event shall more than one vote be cast with respect to any lot. All voting will be conducted in accordance with this Bylaw unless specifically noted otherwise in an Article and Section of these Bylaws.

**ARTICLE IV. MEETINGS AND QUORUMS**

1. **Annual Lot Owners Meeting:** The Association shall meet not less than once annually. The Annual Lot Owners Meeting shall be held in April of each year. Elections, Bylaw changes, regular and special business shall be transacted at the Annual Lot Owners Meeting. Special meetings shall be at the call of the President. Lot Owners may attend and Lot Owners in Good Standing may vote at scheduled meetings. Proxy votes for Lot Owners in Good Standing must be submitted in writing to the Secretary prior to the meeting. The meeting date and place shall be announced by the Secretary with written notice to the Lot Owners no less than 14 days before the scheduled meeting.

2. **Quorum:** A quorum for the transaction of business at any Lot Owners meeting shall consist of no less than five (5) elected officers and 20 Lot Owners. A meeting shall not be called to order if a quorum is not present. When a quorum is not present, a new date and place will be identified by The Board, and the Secretary will send a written notice to the Lot Owners no less than 14 days before the scheduled meeting.

3. **Majority Rule:** Except as required by statute, by the Protective Covenants, or by other provisions of these Bylaws to the contrary, voting on any election of officers or other ballot proposal shall be based on a majority vote, i.e. more than 50 percent of the Lot Owners or of a quorum respectively, as the case may be. The Minority must be heard and the Majority must prevail.

4. **General Voting:** Lot Owners in Good Standing may vote by voice or a show of hands. If a majority vote cannot be determined, a roll call vote or written vote may be used.

5. **Roll Call Vote:** A roll call vote may be conducted by lot numbers. The Lot Owner in Good Standing shall answer "Yea" or "Nay" as each Stagecoach Estates' lot number is called.

6. **Vote by Mail or Electronic Means:** The Board may authorize a vote by mail, email, or other electronic means when electing officers, amending Bylaws or proposing a principle, policy, and/or other issues. A return ballot and instructions shall accompany the mail or electronic notices.

7. **The Three Times Rule:** Proposals with a per-lot financial cost greater than three times (3x) the current annual dues rate shall be presented to the membership by a written ballot.

**ARTICLE V. DUES AND ASSESSMENTS**

1. **Obligation to Pay:** Lot Owners shall be obligated to pay dues and assessments for maintaining and improving The Association. Dues are past due on April 1<sup>st</sup> of each year. Assessments are past due 30 days after the invoice date.

2. **Approval of Changes:** Dues and assessments may be changed from year to year, as conditions warrant, by a recommendation of The Board and a majority vote by the Lot Owners.

3. **Late Payments:** Late payments shall be subject to a ten (10) percent penalty and a one (1) percent monthly charge on any unpaid balance.

#### **ARTICLE VI. OFFICERS**

1. **Composition:** All officers of The Association, whether elected or appointed, shall be Lot Owners in Good Standing. The elected officers shall be President, Vice President, Treasurer, Secretary, and seven (7) Directors who collectively constitute The Board, or The Board of Directors.

2. **Term and Term Limits:** Elected officers shall serve not more than two (2) consecutive terms in the same Board position. Officers shall serve not more than twelve (12) consecutive years on The Board. The period of a term is defined as three (3) years.

3. **Partial Term:** If a Lot Owner, has not been serving as a member of The Board and is appointed to a remaining term of less than 18 months, the Lot Owner shall serve the remaining term of the office without the service period applying to the term limits in this Article. For such an appointed officer, term limits shall not begin to run unless and until the officer is elected.

4. **One Office:** A Lot Owner may not hold more than one (1) office at a time. If elected to another position, the former office shall be declared vacant and may be filled at the same meeting. Officers are expected to vote.

5. **Election Rotation:** Officers shall be elected at the Annual Lot Owners Meeting on the following rotation: Year 1 – election of three (3) Directors, Year 2 election of three (3) Directors, and Year 3 – Election of one (1) Director, the President, Vice President, Secretary, and Treasurer.

6. **Officer Vacancy:** In the event of a vacancy in the office of President or Vice President, the Lot Owners shall fill the vacancy at the next Annual Lot Owners Meeting or at a special meeting called for that purpose, with written notice given to all Lot Owners in Good Standing. When the President is unable to complete his term of office, the Vice President shall fill the unexpired term.

7. **Appointed Positions:** The President may appoint an Assistant Treasurer, an Assistant Secretary, a Master at Arms and any number of positions to assist the President as may be required. Appointees shall serve at the will of the President and their position will terminate with the election of a new President.

8. **Removal of Officers:** Any officer shall be removed from office, for just cause, by a majority vote of The Board. An officer that becomes suspended shall be removed from office.

**ARTICLE VII. DUTIES OF OFFICERS**

1. **President:** The President shall preside as chief executive officer at all meetings of The Association and of The Board, and shall discharge the committee responsibilities designated in Article IX. The President shall countersign all organizational checks unless delegated to the Vice President. The President shall obey all lawful orders of the Lot Owners and be familiar with The Association Bylaws and the rules of parliamentary law and procedure as well as state and county laws that pertain to or govern this and similar organizations. The President shall have all of the general powers and duties incidental to the office of president of a corporation.

2. **Vice President:** The Vice President shall assist the President as directed and assume and perform the duties of the President in the absence of the President. In the event that the President is unable to complete his term of office, the Vice President shall become President for the unexpired term, and a new Vice President shall then be elected. The Vice President shall be familiar with the Bylaws, standing rules, and parliamentary law and procedure as well as state and county laws that pertain to or govern this and similar organizations. The Vice President shall countersign organizational checks if directed by the President.

3. **Secretary:** The Secretary shall keep accurate records of the minutes of all meetings of The Association, keep a full up to date Lot Owner roster, shall call the roll of Officers and Lot Owners when required, and send out proper notices of all meetings to only those Lot Owners who provide the Secretary with their proper mailing or email address. The Secretary shall conduct all correspondence, notify committee members, delegates and officers of their election or appointment, and shall assist the President in preparation of the agenda and order of business to be conducted at each meeting and all other tasks as directed by the President. The Secretary shall retain ballots from elections for two weeks unless they are challenged.

4. **Treasurer:** The Treasurer shall be the custodian of The Association funds and shall deposit the funds in a banking institution as directed by The Board. The Treasurer shall countersign all organizational checks unless unavailable in which case the Vice President will countersign. The Treasurer shall present an annual financial report at the Annual Lot Owners Meeting, and other financial information at Lot Owner meetings, as directed by the President. The Treasurer shall maintain a list of Lot Owners and Lot Owners in Good Standing and provide a copy of said lists to the Secretary. The Treasurer shall assist in the preparation of the audit report. The records of The Association may be inspected by any Lot Owner in Good Standing by making an appointment with the Treasurer at the convenience of the Treasurer.

5. **Chair Protem:** In the absence of the President and Vice President, the Secretary or Treasurer shall call the meeting to order and preside as the chair protem until a chair protem is elected. Upon the appearance of the President or Vice President, the Secretary, the Treasurer or the chair protem, as the case may be, shall cease to preside and the President or the Vice President shall take over. When a chair protem is not elected the meeting will adjourn.

6. **Installations and Oath of Office:** All officers of The Association shall be installed into the office by repeating the following Oath of Office immediately after the close of

# STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

elections. The elected Officers shall assume their duties following the installation. The installing officer shall be a past President or any past officer.

7. **Oath of Office:** (Installing officer) *“Raise your right hand and repeat after me.”*

*“I solemnly promise to abide by the rules of this organization and the lawful orders of the assembly. I further promise that I will perform the duties of my office to the best of my ability. I will turn over to my successor all records, moneys and property pertaining to my office”* (Hand down).

## **ARTICLE VIII. BOARD OF DIRECTORS**

1. **General Powers and Responsibilities:** The Board shall preside as the governing body of The Association. The Board shall have the powers necessary for the administration of the affairs of The Association as designated by these Bylaws, shall have equal voting rights within this governing body and shall serve without compensation. The President shall be chair of The Board. The Board shall meet at the call of the President and may consider and decide any business of The Association. The Board shall have authority to conduct important business having a priority or urgency that cannot wait until the Annual Lot Owners Meeting. The Board shall have authority to expend budgeted funds. The Board shall carry out all lawful orders and instructions of The Association and shall implement the policies of The Association.

2. **Quorum:** Five members of The Board including the President, shall constitute a quorum of The Board for the transaction of business.

3. **Special Meeting:** A special meeting of The Board may be called by the President at the written request of four (4) members of The Board, or by written request of one-third (1/3) of Lot Owners in good standing, for just cause, who shall make the request through the Secretary. No other business other than that for which the meeting was called will be transacted.

4. **Rules:** The Board may make its own standing rules, but such rules shall not conflict with the Bylaws and the Protective Covenants of The Association.

5. **Vacancies:** The Board shall fill the vacancies occurring within its framework except the offices of President and Vice President.

6. **Budget:** The Board shall, at the Annual Lot Owners Meeting, present The Association budget for the ensuing year, which shall be open to amendment and debate. The budget shall be approved by majority vote of Lot Owners present and voting thereon.

7. **Compensation of Appointed Officers:** The Board shall have power to authorize the compensation of Board appointed officers, Lot Owners and guest speakers, when provided for in the annual budget.

8. **Board Recommendations:** The Board may recommend approval at the Annual Lot Owners Meeting of any proposals, or amendments to these Bylaws. The Lot Owners shall



then decide these proposals in due course of procedure. The Board's own recommendations on all matters shall be taken up under new business, unless otherwise ordered by a two-thirds (2/3) vote of the Lot Owners present and voting.

### ARTICLE IX. COMMITTEES

1. **Standing Committees:** The Board, in its sole discretion, may appoint Lot Owners to the following standing committees: Audit, Nominating, Activities, Architectural Control, and other special committees as deemed appropriate by the Board. Standing committees shall be composed of a minimum of three (3) Lot Owners who shall serve for one year or for a term specifically defined in this Article. All decisions of a standing committee shall be by a majority vote.

2. **Appointment:** The President shall appoint the chair of each committee and The Board shall appoint the remaining committee members. A vacancy in any standing committee shall be filled forthwith by the appointing authority.

3. **Audit Committee:** The Board shall appoint an Audit Committee of one or more persons to audit the books of The Association and other units handling The Association funds. The audit is to be completed by February of each year. The Audit Committee shall sign a statement indicating they have inspected The Association's books and found them in good order or not and shall present its finding at the Annual Lot Owners Meeting.

4. **Nominating Committee:** The President shall appoint a Nominating Committee from The Board prior to an election. The Nominating Committee shall present the name of at least one candidate for each office where a term has ended or a President or Vice President must be elected.

5. **Architectural Control Committee:** The Architectural Control Committee shall consist of three (3) Lot Owners who will serve without compensation. The term of office may be five (5) years. The Architectural Control Committee is vested with powers described in the Protective Covenants and The Association Bylaws. This committee shall have the powers necessary to control all excavation, construction, remodeling, additions, fences and easements of properties or structures to prevent violation of the Protective Covenants or The Association Bylaws. The Architectural Committee, with Board approval, shall be responsible to maintain and update the Architectural Controls document.

6. **Activities Committee:** The Activities Committee shall provide enlightenment, enhancement and practical information for Lot Owners and guests. They may publicize the efforts of the group toward the attainment of its objectives. The committee may prepare and distribute The Association newsletter to Lot Owners whose names shall be prepared by the Secretary. The Association newsletter shall serve to disseminate information, meeting schedules and other items of general and special interest to the Lot Owners. They may prepare and erect special-event road signs as directed by The Board. The Association shall purchase materials and supplies required by the activities committee from the general fund, subject to the availability of funds.

# STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

7. **Special Committees:** Special committees may be created by, and shall report to, the President.

8. **Committee of the Whole:** The Board may, by a majority vote of The Board, go into Committee of the Whole for any purpose whatsoever, including the disposition of questions before it.

## ARTICLE X. ELECTIONS

1. **Elections:** Elections shall be by written ballot, as prepared by the Nominating Committee, to all Lot Owners in Good Standing.

2. **Nominations From the Floor:** In addition to the candidates listed on Nominating Committee's ballot, any Lot Owner in Good Standing may also make additional nominations at any time before nominations are closed. Lot Owners may vote for any Lot Owner in Good Standing even though not previously nominated as provided herein.

3. **Voting:** Officers shall be elected by majority vote of the Lot Owners in Good Standing. A Teller Committee (disinterested Lot Owners) shall distribute, collect and tally the ballots. The chair of the Teller Committee reports the findings to the presiding officer.

4. **Procedure in the Absence of a Majority Vote:** In the event of failure to elect any officer by majority vote, further balloting on that office shall continue at the Annual Lot Owners Meeting until a majority vote has been attained. The person(s) receiving the least number of votes shall be omitted and the voting shall continue until a majority is obtained.

5. **Tie Break:** The President may cast his (her) vote only to break a tie vote.

## ARTICLE XI. ORDER OF BUSINESS

The suggested order of business at the annual meeting may be as follows:

1. Call to order by the President
2. Reading of minutes and their approval
3. Treasurer's report, bills
4. Reading of communications and correspondence
5. Board of Directors report
6. Committee reports
7. Unfinished business
8. New business
9. Consideration of proposed budget
10. Good of The Association, comments, constructive criticism
11. Announcement of functions, dates or events
12. Adjournment

**ARTICLE XII. LOT OWNER DISCIPLINE AND  
ENFORCEMENT OF VIOLATIONS**

1. **Authority and Responsibility:** The Board shall have the responsibility to consider and make determinations concerning alleged violations of rules, Bylaws, and Protective Covenants and, subject to applicable law, shall have authority and responsibility to enforce The Association's rules, bylaws, Protective Covenants, and other matters necessary or convenient to carrying out The Board's duties equally, fairly, and equitably for the benefit of all Lot Owners of The Association.

2. **Fact Finding Committee:** If deemed necessary by The Board for purposes of assuring fairness and equity in enforcing The Association's rules, bylaws, and Protective Covenants, The Board may organize a Fact Finding Committee, comprised as set forth below, to investigate, consider, and to decide alleged violations.

a. **Composition and Responsibilities:** A quorum for the Fact Finding Committee shall consist of: (1) The Association's President as the presiding officer; (2) the Lot Owner charged with a violation or his personally-selected advocate; (3) a Lot Owner to act as the representative of The Association and who shall present the matter in dispute to The Board; and (4) a Lot Owner mutually agreeable to the Lot Owner charged with violation and to the Lot Owner charged with representing The Association. In the absence of agreement on the fourth member of the Fact Finding Committee, a name shall be drawn at random from the membership of Lot Owners. Practicing lawyers shall not serve as advocates or judges on the Fact Finding Committee. The Secretary shall be designated the recorder for the term of the proceedings. The Secretary will notify the Lot Owner in writing of the impending investigation and state that the Lot Owner is to present himself (or herself) and/or a representative at the designated time and place for the commencement of the investigation. Said notification shall be acknowledged by certified mail return receipt.

b. **Investigation and Reporting:** The Fact Finding Committee shall proceed with the investigation without delay to determine whether a violation has occurred. After the Lot Owner has received notice of the alleged violation, the Fact Finding Committee shall convene to consider and decide whether a violation has occurred with or without the Lot Owner being present. Subsequent to its meeting(s), the Fact Finding Committee shall decide whether a violation has occurred and shall present a written report of its findings and recommendations to The Board. Upon receipt of the Fact Finding Committee's findings and recommendations, the President shall then dissolve the Fact Finding Committee.

3. **Notification of Violation:** If a Lot Owner is found in violation by The Board or the Fact Finding Committee, The Board shall notify the Lot Owner, by certified mail (return receipt requested), of the specific violation, the steps needed to remedy the violation, and the assessment, if any, that will be charged to the Lot Owner if the violation is not remedied. The Lot Owner shall have 30 days to remedy the violation from the date the notice letter is posted, to

## STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

remedy the violation to the reasonable satisfaction of The Board. The Lot Owner may request an additional one-time 30-day extension to remedy the violation, which extension, if requested, shall be granted. For good cause shown by the Lot Owner charged with a violation, The Board may in its sole discretion consider and grant one or more extensions, which shall not be unreasonably withheld, to allow the Lot Owner additional time as may be reasonable and necessary to remedy the violation.

4. **Willful Violation:** A Lot Owner who, after receipt of a notification of violation from The Board and the period to remedy has passed, and the Lot Owner willfully continues to be in violation of the rules, Bylaws, and/or Protective Covenants specifically referenced in the notice of violation, the Lot Owner shall be fined, and/or suspended, depending on the violation, if so ordered by The Board. Notification of suspension and/or assessment shall be made by certified mail (return receipt requested). The requirements of notice and time to remedy (specified in Notification of Violation of this Article) shall only be required on the first notification of violation by The Board. Subsequent violations of the same specific violation shall be considered a "willful" violation.

5. **Enforcement:** The Board may use any and all of its authority to collect any fines and/or remedy the violation. If, after all granted extensions of time have expired after the date of the notification defined in Willful Violation, and the Lot Owner still has not remedied the violation specifically addressed in the notification of violation, The Board shall be authorized to abate the violation as specified below.

6. **Suspension:** A suspended Lot Owner is not a Lot Owner in Good Standing, may not be a member of The Board or a committee, and may not vote on any matter before The Association. However, suspended Lot Owners shall continue to pay dues, assessments and other charges and shall remain subject to the rules, Bylaws, and Protective Covenants of The Association. A suspended Lot Owner shall remain suspended until all dues, assessments, fines, penalties and accrued interest are paid and/or any violation has been remedied to the reasonable satisfaction of The Board.

7. **Abatement:** The violation of any of the rules, Bylaws, and/or Protective Covenants of The Association, and after the steps required in Notification of Violation and Willful Violation are addressed, shall give The Board, subject to applicable law, the right and duty to seek and enforce all applicable legal or equitable remedies at the expense of the Lot Owner(s) in violation and to recover from the Lot Owner(s) in violation The Association's expenses including but not limited to legal fees, costs, and all other expenses incurred by The Association in seeking to remedy the violation.

### ARTICLE XIII. FINANCES

1. **Collection:** The Board shall take immediate action as required to collect all Lot Owner charges (including dues, assessments, fines, penalties and interest) that remain unpaid for more than 30 days from the due date.

# STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

## 2. **Default:**

a. A Lot Owner shall be in default when payment of charges due, after written notification of the amount and date due, are not paid. In such cases, The Board may record a Notice of Lien on the Lot Owner's Association property. Said lien shall be prior to all other liens recorded except tax liens, special assessments liens and/or prior recorded encumbrances that are superior as a matter of law.

b. When a Lot Owner is in default, The Board shall be obligated to recover the outstanding charges and the expenses of filing the lien, attorney fees, meeting room costs, interest at Board determined rates, and other normal costs incurred in the collection of said charges from the Lot Owner.

c. After the Lot Owner has paid the applicable charges and in cases where a lien has been placed upon the Lot Owner's property, The Board shall cause the lien to be released. The Board shall provide written notice of the release to the Lot Owner.

3. **Foreclosure:** If a Lot Owner continues in default for a period of at least six (6) months after a lien has been filed, The Board may take action to foreclose the lien on the Lot Owner's property. If a Lot Owner's property is transferred to The Association through foreclosure proceedings, the Lot Owner shall be required to pay rent to access or use his foreclosed property. A suit to recover a monetary judgment for unpaid charges shall be maintainable without foreclosing or waiving the lien securing the same.

4. **Sale of Lots:** In order to maintain a current roster of Lot Owners, the current Lot Owner shall notify the Treasurer when a lot within The Association boundaries is to be sold. It shall be the responsibility of the current Lot Owner to satisfy payment of all charges prior to sale.

5. **Financial Terminology:** Dues represent an annual fee charged to all Lot Owners to fund the normal activities of The Association. An assessment is a fee charged to Lot Owners to fund special activities of The Association. A fine is a monetary charge as designated by the authority of The Board to a Lot Owner for not having complied with the rules, Bylaws, or Protective Covenants of The Association.

## **ARTICLE XIV. RESTRICTIONS**

1. **Run with the Land:** The Covenants and Restrictions herein set forth shall run with the land in Stagecoach Estates Subdivision and be binding on all persons claiming any interest in the lots thereof.

2. **Minimum Lot or Parcel Size:** The minimum lot or parcel size of properties shall be as they are on record with the official plats in the County Recorder's office. No Lot Owner shall re-subdivide his lot or lots.

## STAGECOACH ESTATES LOT OWNERS ASSOCIATION BYLAWS

3. **One Single-Family Dwelling:** Only one single-family dwelling will be permitted per recorded lot and it shall not be less than 500 square feet of living area on the main floor.

4. **Outside Fires:** Extreme caution must be exercised with fire. No outside fires, except within approved fire pit, are permitted. No Fireworks are allowed at any time. An "outside fire" is defined as any fire that is not inside a dwelling that has been approved by the governing County and/or The Association. All fire pits shall conform to standards established by the Architectural Control Committee and shall be approved by the Architectural Control Committee prior to use. Fire pit standards shall be readily available and shall be developed and updated in relation to standards recommended or required by the Forest Service, State Lands, BLM & the governing County. An ABC-10 lb fire extinguisher and/or a hose connected to a working water source shall be nearby before any outside fire may be started.

5. **Extreme Fire Danger:** The Board may declare extreme fire danger to exist and while such conditions exist, no outside fires will be permitted. There shall be NO outside fires of any kind when a "NO FIRES" sign is posted by The Board at the Stagecoach Estates gates.

6. **No Hunting:** In accordance with County Ordinances, NO HUNTING will be permitted in or within 500 feet of the Stagecoach Estates boundaries.

7. **Temporary Structures:** No mobile home shall be placed on any lot at any time for any reason, for temporary or permanent use of any nature or cause. Travel trailers or motor homes when used as a residence are prohibited. Temporary use permits are available for travel trailers or motor homes while a permanent residence is under construction or when use is intended for more than a weekend but for less than two weeks.

8. **Illegal Acts:** Littering, vandalizing, damaging or destroying property are illegal acts and will be prosecuted to the full extent of the law.

9. **Conduct of Guests:** Lot Owners are responsible for the conduct of their guests and may be held accountable for their violation of these Rules Bylaws and Protective Covenants.

### **ARTICLE XV. PARLIAMENTARY AUTHORITY**

1. **Robert's Rules of Order:** The rules contained in Robert's Rules of Order shall be the Parliamentary Law in all cases not covered by these Bylaws.

2. **Expanded Authority:** The authority of the law as stated above shall increase the Lot Owner's concept of these Bylaws and will assist them in other additional uses of parliamentary law involving expanded actions made possible by the full application of the law.

### **ARTICLE XVI. APPROVAL and AMENDMENTS**

These Bylaws may be amended at the Annual Lot Owners Meeting by a majority vote of Lot Owners present and voting. A notice to amend the Bylaws shall be given in writing to all Lot Owners at least 21 days prior to the meeting.

**ARTICLE XVII. DISSOLUTION**

Upon dissolution of The Association it shall be the responsibility of The Board to form a dissolution board to discharge the following:

1. Assure that all outstanding debts and obligations of the Organization have been met.
2. The moneys shall be deposited in an escrow account for one (1) year for the purpose of re-establishing The Association or another association that will replace it and adopt these Bylaws as they stand. If the funds are not used to re-establish another association, and placed in force by the first day plus one year after deposited, they shall be divided equally between the Lot Owners in Good Standing on that date.

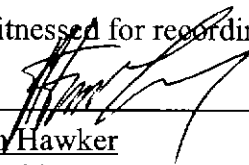
**ARTICLE XVIII MISCELEANOUS**

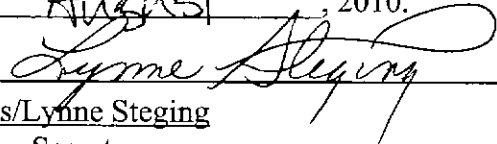
1. Validity: Should a part of these Bylaws be declared invalid, the remainder shall be in effect and enforceable as though no changes had taken place.
2. Waiver: The provisions contained in these Bylaws shall not be considered as waived by any reason or failure to enforce the same, regardless of previous or current violations.

**ARTICLE XIX. ADOPTION**

This is to certify that these Bylaws have been approved and adopted by the Lot Owners in accordance with Article XVI, APPROVAL and AMENDMENTS.

Witnessed for recording: on the 16<sup>th</sup> of August, 2010.

  
 \_\_\_\_\_  
 s/Tim Hawker  
 President

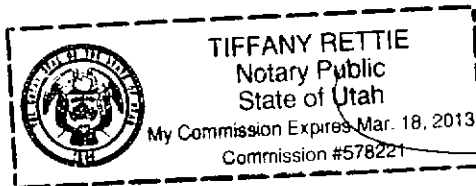
  
 \_\_\_\_\_  
 s/Lynne Steging  
 Secretary

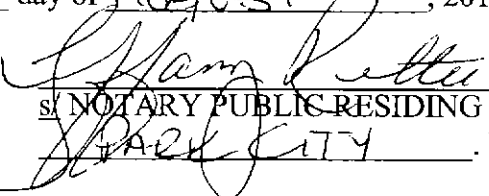
These Bylaws apply to and are part of the Stagecoach Estates Subdivision plats A, B, C, D, and lot 99 (Summit County), and plat E and lot 93 (Morgan County), State of Utah.

STATE OF UTAH

COUNTY OF ~~SALT LAKE~~ Summit

Subscribed and sworn before me this 16<sup>th</sup> day of August, 2010.



  
 \_\_\_\_\_  
 s/ NOTARY PUBLIC RESIDING IN  
PARK CITY UTAH

My Commission Expires MAR 18, 2013

The Following lots located in  
**Stagecoach Estates Lots**  
 Plats A, B, C, + D

**Summit County**

**Plat SG-A**

- SG-A-1
- SG-A-2
- SG-A-30
- SG-A-32
- SG-A-33
- SG-A-34
- SG-A-35
- SG-A-36
- SG-A-37
- SG-A-38
- SG-A-39
- SG-A-39-A
- SG-A-40
- SG-A-41
- SG-A-42
- SG-A-43
- SG-A-44
- SG-A-45
- SG-A-46
- SG-A-47
- SG-A-48
- SG-A-49
- SG-A-50
- SG-A-79
- SG-A-80
- SG-A-81
- SG-A-82
- SG-A-83
- SG-A-84
- SG-A-85
- SG-A-86
- SG-A-87
- SG-A-88
- SG-A-89
- SG-A-90
- SG-A-91
- SG-A-92
- SG-A-100
- SG-A-101

**Plat SG-B**

- SG-B-51
- SG-B-52
- SG-B-62
- SG-B-62-B
- SG-B-63
- SG-B-66
- SG-B-67
- SG-B-72
- SG-B-73
- SG-B-74
- SG-B-75
- SG-B-76
- SG-B-77
- SG-B-78

**Plat SG-C**

- SG-C-3
- SG-C-4
- SG-C-5
- SG-C-22
- SG-C-23
- SG-C-24
- SG-C-25
- SG-C-26
- SG-C-27
- SG-C-28
- SG-C-29-A
- SG-C-29-B
- SG-C-53
- SG-C-54
- SG-C-55
- SG-C-56
- SG-C-56-A
- SG-C-57
- SG-C-58
- SG-C-59
- SG-C-60
- SG-C-61
- SG-C-64
- SG-C-65
- SG-C-120
- SG-C-121
- SG-C-122

**Plat SG-D**

- SG-D-6
- SG-D-7
- SG-D-8
- SG-D-9
- SG-D-10
- SG-D-11
- SG-D-12
- SG-D-13
- SG-D-14
- SG-D-15
- SG-D-16
- SG-D-17
- SG-D-18
- SG-D-19
- SG-D-20
- SG-D-21
- SG-D-68
- SG-D-69
- SG-D-70
- SG-D-71
- SG-D-116
- SG-D-117
- SG-D-118
- SG-D-119

**Not Platted as a part of Stagecoach Estates**

SS-148-3 (Lot 99)  
*See Attached*

**Morgan County**

**Plat E**

- 1 (Lot 106)
- 2 (Lot 107)
- 3 (Lot 108)

**Un-Platted**

01-001-058 (Lot 93)  
 See Legal Description Attached



Entry: 00867598 B: 1972 P: 1447

Account: 0138721

Sec/Twn/Range: S 29 T 1N R 4E

Acres: 7.27

District: 10

Mail To: BACON FRED J JR & MADELINE

1813 S WOODSIDE DR  
SALT LAKE CITY, UT 84124-1630

Situs Address:

THAT PORTION OF DESCRIBED PROPERTY LYING IN SUMMIT COUNTY: COM NE COR LOT  
STAGE COACH ESTATES PLAT A SUBDIVISION IN SEC 29 T1NR4E TH S 63}30' W 700 FT;  
TH N 04}05' W 620 FT; M/L TO N SEC LINES D SEC TH E'LY ALAG SD SEC LINE TO A PT  
WH IS N 0\*03' W FR PLACE OF BEG. TH S 0\*03' E TO BEG CONT 7.52 ACRES  
(LESS 0.24 AC MORGAN CO CONT 7.27 AC IN SUMMIT COUNTY) M76-581 M33-24 M41-381  
M42-193 815-389-391 FRED J BACON JR & MADELEINE C BACON  
TRUSTEES OF THE BACON MARTIAL TRUST, BACON CHILDRENS TRUST & BACON  
EDUCATIONAL TRUST

Owner(s): BACON FRED J JR & MADELINE

Owner(s): BACON FRED J JR TRUSTEE

Owner(s): BACON MADELEINE C TRUSTEE