



## **BYLAWS**

**OF**

## **STAGECOACH ESTATES LOT OWNERS ASSOCIATION, INC.**

**A Utah Non-Profit Corporation**

**2021**

**AMENDED AND ADOPTED:**

**April 29, 2021**

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## ARTICLE 1 - NAME

- 1.1** The name of this non-profit corporation is Stagecoach Estates Lot Owners Association (“Association”).
- 1.2** Designated Correspondence Address is:

Stagecoach Estates Lot Owners Association  
PO Box 980936  
Park City, UT. 84098

## ARTICLE 2 - HIERARCHY OF LAWS AND GOVERNING DOCUMENTS

### ***Hierarchy of Laws and Governing Documents – UCAA 57-8a-228 5a)-f)***

*In the event of a conflict between the Utah Community Association Act, the Utah Revised Non-Profit Corporation Act, Articles of Incorporation, the recorded Plats, the Covenants, Conditions, and Restrictions (“CC&Rs”), the Architectural Controls (incorporated by reference into the CC&Rs), the Bylaws, and Association Rules, the following order prevails:*

- a) the Utah Community Association Act controls over a conflicting provision found in any of the sources listed in (b) through (f);*
- b) the Utah Revised Nonprofit Corporation Act controls over a conflicting provision found in any of the sources listed in (c) through (f);*
- c) the Plats, the CC&Rs, as amended and restated and recorded, and the Architectural Controls (incorporated into the CC&Rs) control equally over a conflicting provision found in any of the sources listed in (d) through (f);*
- d) the Articles of Incorporation control over a conflicting provision found in any of the sources listed in (e) and (f)*
- e) these Bylaws control over a conflicting provision in a source described in (f); and*
- f) and Association rule that is adopted by the board yields to a conflicting provision in any of the sources listed in (a) through (e).*

**Reference to the Utah Community Association Act (“UCAA”) throughout this document shall be in *italic type*.**

Utah Community Association Act <https://le.utah.gov/xcode/Title57/Chapter8a/57-8a.html>

Utah Revised Non-Profit Corporation Act <https://le.utah.gov/xcode/Title16/Chapter6A/16-6a.html>

## ARTICLE 3 - OBJECTIVES

### **3.1 Purpose of the Association**

The purpose of the Association is to govern itself under a common set of rules, by applicable laws of the State of Utah, and through these bylaws to manage the affairs of the Association to help protect long-term property values of the Lot Owners and a desired quality of life in the Subdivision, and to maintain the common areas of the subdivision.

These Bylaws adopt and incorporate by reference the entire Covenants, Conditions, and Restrictions (“CC&Rs”) of Stagecoach Estates Subdivision, Summit County, State of Utah, as they may be amended and restated, said CC&Rs being in full force and effect.

### **3.2 Association Bylaws**

The Association’s Bylaws set forth how the day-to-day operations of the Association are conducted, monitored, approved, and communicated to the members. *They state:*

- a) the number of directors and number and title of officers that serve as the Board of Directors (the “Board”) but in no case shall the Board number less than three (3) directors;*
- b) the directors’ and officers’ terms of office;*
- c) the method for director and officer election and removal by the Owners;*
- d) the method for director and officer removal by the Board;*
- e) the method for filling a director or officer vacancy;*
- f) the directors’ and officers’ qualifications and disclosure of any conflicts of interest;*
- g) the directors’ and officers’ powers and duties;*
- h) the requirement for the Board to establish a reserve fund and to conduct regular reserve analyses;*
- i) the requirement for the Board to prepare and adopt annual budgets for the Association;*
- j) the method for the directors and officers to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the association;*
- k) the powers that directors or officers may delegate to other persons or to a managing agent;*
- l) the officers who may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association;*
- m) the method for the directors and officers or Owners to amend the Bylaws and record same in the office of the recorder of each county in which any part of real estate included within the Association is located;*  
*and*
- n) any other matter that is necessary or appropriate for conducting the affairs of the Association, including: meetings, voting requirements, and quorum requirements.*

### **3.3 Association Board**

*Except as limited in the Covenants, Conditions, and Restrictions (“CC&Rs”) and the Association Bylaws, the board shall act in all instances on behalf of the Association.*

These Bylaws adopt and incorporate by reference the entire Covenants, Conditions, and Restrictions (“CC&Rs”) of Stagecoach Estates Subdivision, Summit County, State of Utah, as they may be amended and restated, said CC&Rs being in full force and effect.

## **ARTICLE 4 - MEMBERSHIP AND MEMBERS OF RECORD**

### **4.1 Membership**

Every person or entity recorded on a legal, record fee simple title to any Lot in the Stagecoach Estates Subdivision with the county recorder’s office for Summit County or Morgan County, State of Utah, or owner

of property outside the Stagecoach Estates Subdivision who has a legal agreement with the Association to obtain utility and other services through the Association, is automatically a Member of the Association. This provision is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. When more than one person or entity is an Owner, all such persons or entities shall be Members. Membership shall be appurtenant to and may not be separated from the ownership of any lot that is subject to assessment by The Association. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way, except upon transfer of ownership of such Lot, whether by conveyance, intestate succession, testamentary disposition, foreclosure of a Mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Utah.

#### **4.2 Member Notification Requirement to Secretary**

Upon purchase of a Lot in the Subdivision, an Owner shall promptly mail to the Association Secretary a copy of the recorded deed by which ownership of such Lot is vested and the mailing address, email address, and preferred phone number of the person authorized to receive notices from the Association and to act and to vote on behalf of the Lot.

Upon conveyance of a Lot by an Owner to a trust, LLC, or other form of legal title wherein they retain ownership interests, an Owner shall promptly mail to the Association Secretary a copy of the recorded deed by which ownership of such Lot is vested and the mailing address, email address, and preferred phone number of the person authorized to receive notices from the Association and to act and to vote on behalf of the Lot.

Mailing instructions: Stagecoach Estates Owners Association  
ATTN: Secretary  
P.O. Box 980936  
Park City, UT. 84098

It is the Member's responsibility to promptly mail to the Association Secretary any changes to their mailing address, email address, or preferred phone number of the personal authorized to receive notices from the Association and to act and to vote on behalf of the Lot.

Upon the transfer or conveyance of any Lot, the transferee or grantee shall become a Member, and the transferor or grantor shall immediately cease being a Member.

#### **4.3 Member in Good Standing**

A Member in Good Standing has paid all assessments, fines, penalties, and accrued interest invoiced by the Association according to the governing documents and owed by the Member.

#### **4.4 Voting Interest and Voting Right**

Members must be in Good Standing to vote and to elect members to the board. The Owner or Owners of each Lot, or such Owner's designated proxy, shall be entitled to one (1) voting interest for each Lot owned, up to a maximum of three (3) votes even if the Member owns four (4) or more lots. The one (1) voting interest for such Lot shall be exercised as the Owners, among themselves, determine. Regardless of the type of ownership or number of owners recorded on the fee simple title, only one (1) vote per Lot shall be exercised.

Where a Lot is owned by more than one Owner, the vote of any one of them shall be conclusively presumed to have been exercised as a result of an agreement among such Owners and in the event multiple Owners attempt

to exercise a vote for such Lot on any question or issue, the Owners of such Lot will forfeit the right to vote on that question or issue.

With respect to any question or issue requiring a vote of the Association, vote of the Owners, or vote of the Members of the Association, the total number of votes cast shall not exceed the number of Lots in the Subdivision.

## ARTICLE 5 - MEETINGS

### **5.1 Parliamentary Authority: Robert's Rules of Order**

Robert's Rules of Order shall be the Parliamentary Law in all meetings for members and meetings of the board of directors.

### **5.2 Annual Membership Meeting**

A meeting of the members shall take place annually on the **third Thursday of February**, the specific date, time, and location of which shall be designated by the President of the Association. If such day be a legal holiday or a location be unavailable, the Board shall fix the day, but it shall not be more than two (2) weeks from the third Thursday in February.

### **5.3 Order of Business at Annual Membership Meeting:**

- 1) Call to order by the President
- 2) Reading of minutes by the Secretary and member vote for approval/disapproval
- 3) Executive Summary of Association business for the prior fiscal year, adopted by the Board and presented by the President and member vote for approval/disapproval
- 4) Income Statement and Balance Sheet presentation for the prior fiscal year and year-to-date presented by the treasurer and member vote for approval/disapproval
- 5) Committee reports presented by committee chairpersons
- 6) Presentation of budget for the fiscal year adopted by the board and member vote for approval/disapproval
- 7) Member comments and constructive criticism for the good of the Association
- 8) Presentation of any changes to the Bylaws adopted by the board and member vote for approval/disapproval
- 9) Summary of unfinished business presented by the President
- 10) Summary of new business presented by the President
- 11) Announcement of scheduled functions or events open to members of the Association
- 12) Election of open positions for directors and officers
- 13) Adjournment

### **5.4 Special meetings**

**5.4.1** At the written request of three (3) members of the Board, such written request to state the purpose or purposes of the meeting, and such request to be delivered to the Secretary of the Association, who must promptly deliver it to the President, the President shall call a special meeting, and such request must be made at least 7 days before the requested scheduled date. Written request means by mail or email delivery. No other business but that specified in the written request may be transacted at such special meeting without the unanimous consent of all present for such meeting.

**5.4.2** At the written request of members holding not less than 35% of the allocated voting interest in the Association, such written request to state the purpose or purposes of the meeting, and such request to be delivered to the Secretary of the Association, who must promptly deliver it to the President, the President shall call a special meeting, and such request must be made at least seven (7) days before the requested scheduled date. Written request means by mail or email delivery. No other business but that specified in the written request may be transacted at such special meeting without the unanimous consent of all present for such meeting.

**5.4.3** *At the written request of members holding not less than 51% of the allocated voting interest in the Association, and within 45 days after the date of the Annual Lot Owners Meeting at which the board presents the adopted budget for the current fiscal year and such budget has been approved, and such request calling for a special meeting to be held for the purpose of disapproving the budget for the current fiscal year, and such request to be delivered to the Secretary of the Association, who must promptly deliver it to the President, the President shall call a special meeting, and such request must be made at least 7 days before the requested scheduled date.*

**5.4.4** *At the written request of members holding not less than 51% of the allocated voting interest in the Association, and within 45 days after the date of the Annual Lot Owners Meeting at which the board presents the adopted budget for the current fiscal year and such budget has been approved, and such request calling for a special meeting to be held for the purpose of vetoing the reserve fund line item for the current fiscal year, and such request to be delivered to the Secretary of the Association, who must promptly deliver it to the President, the President shall cause such special meeting to be called but such request must be made at least 7 days before the requested scheduled date.*

## **5.5 Board of Directors Meetings**

### **5.5.1 A Board may act only at a board meeting**

*Except for an action taken without a meeting in accordance with the Utah Revised Non-Profit Corporation Act, Section 16-6a-813, a board may take action only at a board meeting.*

### **5.5.2 Open Board meetings**

*Except for discussion of a personnel matter, a board meeting shall be open to each member or the member's representative if the representative is designated in writing.*

### **5.5.3 A Board may close a meeting**

*A board may close a board meeting to:*

- a) consult with an attorney for the purpose of obtaining legal advice;*
- b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;*
- c) discuss a personnel matter;*
- d) discuss a matter relating to contract negotiations, including review of a bid or proposal;*
- e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or*
- f) discuss a delinquent assessment or fine.*

### **5.5.4 Members shall be able to comment**

*At each board meeting, the board shall provide each member a reasonable opportunity to offer comments.*

*The board may limit the comments by members to one specific time period during the board meeting.*

**5.5.5 Board to adhere to Section 5.5**

*A board member may not avoid or obstruct the requirements of this Section 5.5.*

**5.5.6 Actions of Board are valid**

*Nothing in this Section 5.5 shall affect the validity or enforceability of an action of the board.*

**5.6 Place of Meetings**

Meetings shall be conducted in person, by electronic communication, or a combination of in person and electronic communication. “Electronic” communication means an electronic system that allows individuals to communicate orally in real time and includes web conferencing, video conferencing, and telephone conferencing. For any meeting held in person, the board may designate any place in Park City or Snyderville Basin, State of Utah, as the place of meeting.

**5.7 Notice of Meetings and Notice Delivery**

For the purpose of determining members entitled to notice of any meeting of the members or meeting of the Board or Directors, the board shall designate a record date.

**5.7.1 Annual Membership Meeting**

The Secretary will send a notice of time, place, and/or web-based video conferencing meeting tool that will be used to each member no less than **30 days** and no greater than **60 days** before the scheduled meeting.

**5.7.2 Special Meeting**

A call for a special meeting either by the board or the members will generally be called to address an imminent matter. The Secretary will send a notice of time and web-based video conferencing meeting tool that will be used to each member no less than **7 days** and no greater than **14 days** before the scheduled meeting.

**5.7.3 Notice Delivery by email and by Association web site for Annual Membership and Special Meetings**

Notice shall be by email notification to each member for whom the Secretary has an email on file in the Association membership record, which email shall include a link to the Stagecoach Estate Lot Owner’s Association web site, where the Member approved by the Board to maintain the Association’s website will also have posted the purpose, place, and time of the meeting per the Secretary’s instructions.

**5.7.4 Notice by mail for Annual Membership and Special Meetings**

*A member may demand in writing that the Secretary provide notice to the member by mail. Such member shall register with the Secretary their current mailing address, and any changes thereto, for purposes of notice hereunder. Notice to a member by mail will be deemed delivered when deposited in the United States mail addressed to the member’s current mailing address, with a first-class postage stamp thereon prepaid. The dissemination of the notice to multiple members at the mailing address registered with the Secretary is the responsibility of the members and not the Association.*

Notice will be mailed 30 to 60 days per Section 5.7.1 and no less than 7 days per Section 5.7.2 before

any scheduled meetings. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice.

#### **5.7.5 Notice of Board of Directors Meeting**

*At least two (2) weeks before a board meeting, the Secretary shall give written notice of the board meeting, which notice shall state the time, date, and location of the board meeting, via email to each member who requests notice of a board meeting, unless notice of the board meeting is included in a board meeting schedule that was previously provided to the member, or the board meeting is to address an emergency and each board member receives notice of the board meeting less than 48 hours before the board meeting.*

*If a board member may participate by means of electronic communication, the Secretary shall provide in the email notification the information necessary to allow the member to participate by the available means of electronic communication.*

### **5.8 Quorum**

#### **5.8.1 Annual Membership Meetings**

A quorum for the transaction of business at any Annual Membership Meeting shall consist of no less than three (3) officers and four (4) directors, 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.

#### **5.8.2 Special Meetings**

A quorum for the transaction of business at any Special Meeting shall consist of no less than three (3) officers and four (4) directors, 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.

#### **5.8.3 Board of Directors Meetings**

A quorum for the transaction of business at any Board of Directors Meeting shall consist of no less than three (3) officers, including the President, and four (4) directors. 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.

### **5.9 Voting**

#### **5.9.1 Majority Rule**

Except as required by statute, by the CC&Rs, or by other provisions of these Bylaws to the contrary, majority vote means that an approval of a motion shall require a majority (> 50%) of those members that actually cast a vote, whether voting in-person, by electronic communication, or who are represented to vote by proxy. For example, 90 members show up to a meeting personally, 10 have given proxies, a vote is held for a motion on the floor and 94 votes are cast, the number of votes needed for approval is 48 (a majority of 94).

#### **5.9.2 General Voting**

Members must be in Good Standing to vote. The Lot Owner or Lot Owners of each Lot, or such Lot Owner's

designated proxy, shall be entitled to one (1) voting interest for each Lot owned, up to a maximum of three (3) votes even if the Member owns four (4) or more lots. The one (1) voting interest for such Lot shall be exercised as they, among themselves, determine and have provided instructions to the Secretary per Article IV. Membership and Members of Record.

Members 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.

### **5.9.3 Roll Call Vote**

A roll call vote may be conducted by Lot numbers. The Member in Good Standing shall answer "Yea" or "Nay" as each member's lot number is called.

### **5.9.4 Vote by Mail or Electronic Means**

The Board may authorize a vote by mail, email, or other electronic means when voting on assessments and other Association business. Instructions for completing a ballot shall accompany the mail or electronic notices. Election of officers and directors shall be done by secret ballot.

## **5.10 Proxies**

An instrument authorizing a proxy to act or to vote for a Member in Good Standing shall be executed by all holders of such membership or their attorneys thereunto duly authorized in writing and must be delivered at or before the beginning of the meeting to the Secretary. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

## **5.11 The Three Times Rule**

Motions with a per-lot financial cost greater than three times (3x) the current annual assessment amount shall be presented to the membership by ballot subject to *Section 5.9.4 Vote by Mail or Electronic Means*.

## **ARTICLE 6 - BOARD OF DIRECTORS ("BOARD")**

### **6.1 General Authority and Responsibilities**

The business and affairs of the Association shall be managed by a Board of Directors, which shall preside as the governing body of the Association. *The Board shall act in all instances on behalf of the Association.* The authority of the Association comes from its obligations under Utah laws, as well as the authority granted to it in the Subdivision's governing documents, both of which must be strictly adhered to. The Board has fiduciary duties under the Utah Revised Nonprofit Corporation Act, which recognizes that the Board serves in a position of trust and requires it to serve in the best interest of the Association. A Board member's fiduciary duties are duty of care, duty of loyalty, and duty to act within the scope of their authority.

To meet the duty of care, a Board member must make informed decisions, which might require research before they act or vote on an Association matter. To meet the duty of loyalty a Board member must act fairly, in good faith, in the interest of, and for the benefit of, the Association as a whole, rather than make decisions based on any personal interest or gain. Additionally, a Board member must protect members' confidentiality, and not divulge information provided in confidence. To meet the duty to act within the scope of authority, the Board must perform the duties its required to carry out but prohibits the Board from making decisions or acting on matters without the authority to do so.

## 6.2 Number and Composition

The Board of Directors shall consist of nine (9) members including the following officers: the President, the Vice-President, the Secretary, and the Treasurer. One director shall serve as the Chair of the Architectural Control Committee and one director shall serve as the Chair of the Road Committee. Board members shall serve without compensation.

## 6.3 Tenure and Term Limits

Board members shall serve not more than two (2) consecutive terms in the same board position. Board members shall serve not more than (9) consecutive years on the board. The period of a term is defined as three (3) years. A member must wait three (3) years after serving nine (9) years consecutively on the Board before they may be nominated to serve again for any Board of Director position.

## 6.4 Partial Tenure

If a member not serving on the Board is appointed to fill a vacancy on the Board as a Director, Secretary, Treasurer, Chair of the Architectural Committee, or Chair of the Road Committee, and the vacancy has a remaining term of less than 18 months, and the member otherwise meets the qualifications in Section 6.6, the member shall serve the remaining term of the office without the service period applying to the term limits in this Article. For such an appointed member of the Board, term limits shall not begin to run unless and until the member is elected.

## 6.5 Election Rotation

Board of Director terms shall be staggered so that at the time of each Annual Membership Meeting, the terms of approximately one-third (1/3) of all members of the Board of Directors shall expire. The election rotation shall be as follows:

- Year 1: election of the Chair of the Architectural Committee, the Chair of the Road Committee, and the Secretary
- Year 2: election of one Director, the President, and the Vice President
- Year 3: election of two Directors and the Treasurer
- Board members elected in a year in which this section 6.5 is amended may be subject to shortened terms to bring their terms into compliance with this amended schedule.

## 6.6 Qualifications

- Only Members in Good Standing, who shall be Lot Owners, shall serve on the Board of Directors. If a Lot is owned by a trust, the trustee of such trust may serve, and if a Lot is owned by a business entity, an authorized representative of such entity may serve, provided the Lot Owner has complied with Article IV. Membership and Members of Record.
- No two members of the Board of Directors related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.
- If a member has property abutting the Stagecoach Estates Subdivision, they must disclose such ownership and any perceived and actual conflicts of interest they have in a written statement to the Nominations Committee, which shall present such written statement to the members prior to the annual elections and the Annual Membership Meeting.

## 6.7 Requirements

- The members of the Board of Directors shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified.
- Each member shall be expected to vote or abstain on each issue that comes to the floor.
- Each member of the Board of Directors shall attend at least 75% of the scheduled meetings of the Board per year.
- A member of the Board of Directors shall be a Member in Good Standing at all times during their tenure.
- Each member shall attest in writing that they have read and are familiar with the CC&Rs, Architectural Controls, Stagecoach Estates Subdivision plats as recorded with Summit and Morgan Counties, Bylaws, and the Utah Community Association Act.
- A member shall serve in only one position at any time on the Board.

## 6.8 Voting and Proxies

Each director shall have one (1) vote, which vote may be by proxy.

## 6.9 Forfeiture

Any member of the Board of Directors who fails to fulfill any of the requirements as set forth in Section 6.7 of this Article by the end of year one of his or her three-year term shall automatically forfeit his or her seat on the Board. The Board shall notify the member of their forfeiture at the next Board meeting and the Board may forthwith immediately proceed to fill the vacancy.

## 6.10 Vacancies

Except the offices of President and Vice President, whenever any vacancy occurs in the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at its next scheduled regular meeting.

In the event of a vacancy in the office of President or Vice President, the members shall fill the vacancy at the next Annual Membership Meeting or at a special meeting called for that purpose, as per *Section 5.7 Notice of Meetings and Notice Delivery*. When the President is unable to complete the term of office, the Vice President shall fill the unexpired term.

## 6.11 Appointed Positions

The Board may appoint a Master at Arms.

## 6.12 Removal of Members from the Board of Directors

Any member of the Board shall be removed from office, for just cause, by a majority vote of the Board or by a majority vote of Members in Good Standing, provided that 51% of the Members in Good Standing give proper notice and call a special meeting just for the purpose of removing a board member.

## **ARTICLE 7 - DUTIES OF OFFICERS**

### **7.1 President**

The President shall:

- serve as the Chief Executive Officer of the Association;
- preside as Chair at all meetings of the Association and of the Board;
- be familiar with and conduct all meetings according to Robert's Rules of Order;
- countersign all Association checks unless delegated to the Vice President and approved by the Board;
- have all of the general powers and duties incidental to the office of president of a corporation;
- be ex officio member of all committees except the Audit Committee;
- co-attend any meetings with an attorney (whether by phone, video-conferencing, or in person) with the Vice President;
- include the Secretary in all correspondence or copy or forward to the Secretary all correspondence;
- between Board meetings, periodically report to the Board on actions taken or being taken by the President to achieve Board directives.

### **7.2 Vice President**

The Vice President shall:

- assist the President as directed;
- countersign organizational checks if delegated to do so by President and as approved by the Board;
- assume and perform the duties of the President during the absence of the President;
- in the event that the President resigns or is unable to otherwise complete their term of office, assume and perform the duties of the President until an election for President and Vice President is held at a special meeting called promptly by the Board of Directors;
- be familiar with and conduct all meetings according to Robert's Rules of Order; and
- co-attend any meetings with an attorney (whether by phone, video-conferencing, or in person) with the President.

### **7.3 Secretary**

The Secretary shall:

- keep complete books and records of account and minutes of the proceedings of Board of Directors, Annual Membership, and Special Meetings;
- keep complete records of all Association documents to include contracts, insurance policies, agreements, tax documents, and legal correspondence;
- archive all records in a secure digital backup repository;
- keep an up-to-date Member roster and send out proper notices of all meetings to only those Members who provide the Secretary with their proper mailing or email address;
- call the roll of members of the Board at Board of Director meetings and collect a sign-in sheet of members of the Association at meetings of the members;
- prepare and deliver Notices to Board members, Committee members, and members of the Association as required by the CC&Rs and these bylaws;
- assist the President in preparing the agenda for Board of Directors and Annual Membership Meetings;
- retain ballots from elections for two weeks after an election unless they are challenged, in which case the Secretary shall retain them until the challenge has been resolved; and

- record with the county recorder's office any governing documents or amendments thereto that require recording (CC&Rs, Bylaws, Liens, etc.)
- allow for the inspection of records requested by an Owner in Good Standing, such records to be made available according to Article 13 – Availability of Records for Examination.

#### 7.4 Treasurer

The Treasurer shall:

- be the custodian of Association funds and shall deposit the funds in one or more banking institutions as directed by the Board;
- invoice Members for annual assessments, special assessments, and other moneys owed the Association;
- countersign all Association checks unless unavailable in which case the Vice President will countersign;
- present the Year-to-Date profit-loss statement, balance sheet, and cash flow statement for the current fiscal year compared to the prior Year-to-Date fiscal year at every Board of Directors meeting for Board discussion and vote of approval/disapproval, such vote to be recorded in the minutes of the Secretary;
- present the profit-loss statement and balance sheet for the prior fiscal year, as well as a two-year comparison of both financial reports at the Annual Membership Meeting;
- present other financial reports at the Annual Membership Meeting or any Special Meeting, as directed by the President;
- promptly notify the Secretary of a Member who becomes a Member Not in Good Standing and likewise when a Member in arrears becomes a Member in Good Standing;
- assist in the preparation of the annual audit report; and
- allow for the inspection of financial records requested by an Owner in Good Standing, such records to be made available according to Article 13 – Availability of Records for Examination.

#### 7.5 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.

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

#### 7.7 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 promise I have read and I am familiar with the CC&Rs, Architectural Controls, Subdivision plats A, B, C, D and E as recorded with Summit and Morgan counties, Bylaws, Utah Community Association Act, and Utah Revised Nonprofit Corporation Act. I promise that I will perform the duties of my office to the best of my ability. I promise I will turn over to my successor all records, moneys and property pertaining to my office"* (Hand down).

## **ARTICLE 8 - COMMITTEES**

Other than the Chairs of the Architectural Control and Road Committees, and unless stated otherwise, the Board shall appoint Members of the Association to the following standing committees, who shall serve without compensation (other than reimbursement of expenses). All committees shall consist of one Chair and two (2) other Members and shall serve for the time periods stated. All decisions of a standing committee shall be by a majority vote of the committee members. A vacancy in any standing committee shall be filled forthwith by the Board.

### **8.1 Architectural Control Committee (“ACC”)**

The Chair of the Architectural Control Committee is elected by the Members and also serves as a Director on the Board of Directors. The other two members are appointed by the Board. The term of office shall be three (3) years with a maximum of two (2) terms. The ACC shall have the authority to ensure that all provisions in the Architectural Controls document are met. The Board is vested with the authority, as provided for in the CC&Rs (as amended, restated, and recorded), to enforce all provisions in the Architectural Controls document. The ACC shall be responsible to maintain and update the Architectural Controls document, which updates thereto shall require approval by 51% of the allocated voting interests of Members in Good Standing at the Annual Membership Meeting or at a Special Meeting called for such purpose.

**8.1.1** The ACC shall promulgate design and maintenance criteria for residential structures and all other improvements permitted within the Subdivision, which they shall formulate in a separate governing document, “The Architectural Controls.” The design and maintenance criteria shall be consistent with the building, land use, and other ordinances and regulations promulgated by any local government with regulatory authority. The Architectural Controls shall be approved by fifty-one percent (51%) of the allocated voting interests of the members in the Association at the Annual Membership Meeting or at a Special Meeting called for that purpose.

**8.1.2** Prior to construction, alteration, modification, or replacement of any Improvements within or on a Lot, an Owner shall submit plans for the same to the ACC. The ACC shall evaluate all such plans for compliance with the ACC’s design and maintenance criteria.

**8.1.3** The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. Owners will be notified in advance if there is a need for a professional review of plans and any associated costs prior to having plans reviewed. Both parties shall agree to any additional costs for a professional review in advance and the Owner shall pay all expenses reasonably associated therewith.

**8.1.4** The ACC shall approve or deny such plans in writing within thirty (30) business days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute an approval.

**8.1.5** The Board is vested with the authority to enforce compliance with the Architectural Controls.

**8.1.6** The ACC shall report to the Board at board meetings.

### **8.2 Roads and Gates Committee**

The Chair of the Roads and Gates Committee is elected by the Members and also serves as a Director on the Board of Directors. Two (2) or more other Members shall be appointed to the Roads and Gates

Committee by the Board. The term of office shall be three (3) years. The Road and Gates Committee is responsible for formulating a prioritized road construction and gate maintenance plan, obtaining bids, and, and formulating an itemized road and gates budget. The Committee shall present the plan to the Board for approval. Once approved, the Committee shall cause the plan to be in effect and oversee the road construction and gate maintenance work.

### **8.3 Finance Committee**

Finance Committee members shall be the Treasurer and two other members of the Board of Directors, at least one of whom, in addition to the Treasurer, shall be knowledgeable about financial management. The Finance Committee shall:

- provide oversight to assure the integrity of the Association's financial statements, budgeting, financial reporting, and overall management of the Association's financial affairs;
- appoint one or more Members knowledgeable about financial management to an Audit Committee to audit the financial records of the Association annually, in February, which Audit Committee member(s) 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 Membership Meeting; and
- review and present to the Board of Directors for adoption the Association's annual budget to be presented at the Annual Membership Meeting.

### **8.4 Fire Preparedness Committee**

The President shall appoint a Fire Preparedness Committee composed of up to three (3) Members in Good Standing. The Fire Preparedness Committee shall educate and coordinate activities within the Subdivision to reduce the risk of wildfire.

### **8.5 Activities Committee**

An Activities Committee may be created by and report to the Board. The Activities Committee shall provide enlightenment, enhancement and practical information for Members and guests. They may publicize the efforts of the group toward the attainment of its objectives. The committee may prepare and distribute an Association newsletter to Members 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 Members. 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.

### **8.6 Special Committee**

The need for other Special Committees may arise from time to time, such as a Technology Committee, and may be created by and report to the Board.

### **8.7 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 9 - ELECTIONS**

### **9.1 Nominating Committee**

The President, or the Vice-President in the President's absence, 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 Board position where a term has ended or where a President or Vice President must be elected. The Committee shall designate a deadline by which names of all candidates must be submitted to the Committee along with any other instructions to Members. The Committee shall prepare the ballot to be emailed or mailed by the Secretary to all Members in Good Standing along with instructions by when and how to return a ballot to the Teller Committee. Ballots shall also be made available at the Annual Membership Meeting or Special Meeting called for the purpose of voting for a position on the Board.

There shall be no Nominations for candidates from the Floor at any Meeting.

## **9.2 Teller Committee**

A Teller Committee of three (3) disinterested Members shall be appointed by the Board fourteen (14) days prior to the Annual Membership meeting or at a Special Meeting called to vote to fill a vacancy for a President or Vice President. All voting shall be by secret ballot. The Teller Committee shall collect and tally the ballots and proxies received, whether received electronically prior to the Meeting or at the Meeting. The Chair of the Teller Committee reports the findings to the Secretary who promptly records the findings in the Meeting minutes.

## **9.3 Voting**

Members to serve on the Board of Directors shall be elected by majority vote of the Members in Good Standing that cast a vote. For a particular open board position a candidate with the most votes from the votes cast by members has a majority vote.

## **9.4 Procedure in the Absence of a Majority Vote**

In the event there is a tie, a run-off vote shall be held and the candidate with the majority votes cast by the Members present at the meeting (including e-participants) shall be elected.

# **ARTICLE 10 - MEMBER REMEDIES**

## **10.1 Member may file action in court for failure to comply with Section 5.5**

*A member may file an action in court if the Board fails to comply with a provision of Sections 5.5.1 through 5.5.5 in Article V. Meetings, Section 5.5 Board of Director Meetings and fails to remedy the noncompliance during the 90-day period described Section 10.2. The member may file an action in court for:*

- a) injunctive relief requiring the Board to comply with the provisions of Sections 5.5.1 through 5.5.5;*
- b) \$500 or actual damages, whichever is greater; or*
- c) any other relief provided by law; and*
- d) the court may award costs and reasonable attorney fees to the prevailing party.*

*Upon motion from the member, notice to the Board, and a hearing in which the court finds a likelihood that the Board has failed to comply with a provision of Sections 5.5.1 through 5.5.5 in Article V. Meetings, Section 5.5 Board of Director Meetings, the court may order the Board to immediately comply with the provisions of Sections 5.5.1 through 5.5.5.*

## **10.2 Member Notice to Board – Section 5.5**

*At least ninety (90) days before the day on which a member files an action described in 10.1, the member shall deliver a written notice to the Board that states:*

- a) *the member's name, address, telephone number, and email address;*
- b) *each requirement of Subsections 5.5.1, 5.5.2, 5.5.3, 5.5.4, or 5.5.5 with which the Board has failed to comply;*
- c) *a demand that the Board comply with each requirement with which the Board has failed to comply;*
- d) *and a date by which the Board shall remedy the Board's noncompliance that is at least 90 days after the day on which the member delivers the notice to the Board.*

### **10.3 Member remedies for Board failure to provide records**

*If, in response to a member's request to inspect or copy documents, as provided for in Article XI. Section 11.1, the Board fails to comply, the association shall pay the reasonable costs of inspecting and copying the CC&Rs, Bylaws, most recent approved minutes, and most recent budget and financial statement, \$25 to the member who made the request for each day the request continues unfulfilled, beginning the sixth day after the day on which the lot owner made the request, and reasonable attorney fees and costs incurred by the member in obtaining the inspection and copies of the requested documents.*

*With the exception that the Board is not liable for identifying or providing a document in error if it identified or provided the erroneous document in good faith, in addition to any remedy in the Association's governing documents or otherwise provided by law, a member may file an action in court if the Board fails to make documents available to the member in accordance with Article XI, the Association's governing documents, or as otherwise provided by law and the Board fails to timely comply with a notice from the member as described in Section 10.4. The member may file an action in court for:*

- a) *injunctive relief requiring the Board to comply with the provisions of Article XI.*
- b) *\$500 or actual damages, whichever is greater; or*
- c) *any other relief provided by law; and*
- d) *the court shall award costs and reasonable attorney fees to the prevailing party, including any reasonable attorney fees incurred before the action was filed that relate to the request that is the subject of the action.*

*Upon motion by the member, notice to the Board, and a hearing in which the court finds a likelihood that the Board failed to comply with a provision in Article XI., the court shall order the Board to immediately comply with the provision. The court shall hold a hearing within 30 days after the day on which the member files the motion.*

### **10.4 Member Notice to Board – Records Availability for Examination**

*At least 10 days before the day on which a member files an action described in Section 10.3., the member shall deliver a written notice to the Board that states:*

- a) *the member's name, lot number, address, telephone number, and email address;*
- b) *each requirement of Article XI. with which the Board has failed to comply;*
- c) *a demand that the Board comply with each requirement with which the Board has failed to comply;*
- d) *and a date by which the Board shall remedy the Board's noncompliance that is at least 10 days after the day on which the member delivers the notice to the Board.*

## **ARTICLE 11 – BUDGET, RESERVE FUND, AND ASSESSMENTS**

### **11.1 Budget**

*The board shall prepare and adopt a budget for the current fiscal year for the Association and present the*

*adopted budget to the members at the Annual Membership Meeting. The fiscal year is a calendar year.*

**11.1.1** *The board, based on its reserve analysis, must include a **reserve fund line item** in the budget in an amount the board has determined is prudent.*

**11.1.2** *The budget for the current fiscal year is approved if **51%** of the allocated voting interests of the members present at the Annual Membership Meeting approve it.*

**11.1.3** *The budget for the current fiscal year is disapproved if within 45 days after the date of the Annual Membership Meeting at which the board presents the adopted budget:*

- a) There is a vote of disapproval by at least **51% of all** the allocated voting interests of the members in the Association; and*
- b) The vote is taken at a **special meeting called for that purpose by the members** under the CC&Rs or these bylaws.*

*If a budget is disapproved under this section, the budget that the board last adopted that was not disapproved by the members continues as the budget until and unless the board presents another budget to the members and that budget is approved.*

**11.1.4** *Within 45 days after the day on which the Association adopts the budget, the members may veto the reserve fund line item by a **51% vote of the allocated voting interest in the Association** at a **special meeting called by the members** for the purpose of voting whether to veto a reserve fund line item. If the members veto a reserve fund line item and a reserve fund line item exists in a previously approved fiscal year budget that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.*

**11.1.5** *If the board does not comply with providing the members with a summary of the most recent reserve analysis or update at the Annual Membership Meeting or providing a copy of the complete reserve analysis or update to a member who requests a copy, or providing a reserve fund line item amount as determined by the board to be prudent in the adopted budget presented at the Annual Membership Meeting, or funding the reserve account with a prior reserve fund amount if the current reserve fund amount was vetoed, and the board fails to remedy the noncompliance within the time specified in **Section 11.1.6**, an Owner may file an action in state court for:*

- a) injunctive relief requiring the board to comply with the requirements of sections 11.1.1, 11.1.4, or 11.2.2;*
- b) \$500 or the Owner's actual damages, whichever is greater;*
- c) any other remedy provided by law; and*
- d) reasonable costs and attorney fees.*

*A court may order the board to produce the summary of the reserve analysis or the complete reserve analysis on an expedited basis and at the Association's expense.*

**11.1.6** *The member shall deliver written notice to the board no fewer than 90 days before the day on which an Owner files a complaint under **section 11.1.5**. Such notice shall state:*

- a) *the requirement in section 11.1.1, 11.1.4, or 11.2.2 with which the board has failed to comply;*
- b) *a demand that the board come into compliance with the requirements; and*
- c) *a date, no fewer than 90 days after the day on which the member delivers the notice, by which the board shall remedy its noncompliance.*

## **11.2 Reserve Fund**

*The Association must conduct a reserve analysis to determine the need for a reserve fund, if any, for the Common Areas of the Subdivision that the Association is required maintain and the appropriate amount of such a reserve fund for which the Association is required to maintain a reserve account. Reserve Funds means money to cover the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years if the cost cannot reasonably be funded from the general budget or other funds of the Association.*

**11.2.1** *The Association shall conduct no less frequently than every six (6) years a reserve analysis and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. This reserve analysis can be conducted by the board or by a reliable person or organization as determined by the board.*

**11.2.2** *The board shall provide members a summary of the most recent reserve analysis or update and provide a copy of the complete reserve analysis or update to a member who requests a copy.*

**11.2.3** *Unless **51% of the allocated voting interest in the Association** votes to approve the use of reserve fund money for that purpose, the board may not use money in a reserve fund:*

- a) *for daily maintenance expenses; or*
- b) *for any purpose other than for the purposes for which the reserve fund was established.*

**11.2.4** *The board shall maintain the reserve fund in a separate account from other Association funds. The board, subject to any investment constraints imposed by the governing documents, may prudently invest money in a reserve fund account.*

*Any reserve account will be funded by assessments imposed in accordance with the terms of section.*

## **11.3 Administration of Funds**

*The Association shall keep all of the Association funds only in accounts in the name of the Association, and shall not commingle the Association funds or accounts with the funds or accounts of any other person.*

## **11.4 Covenant to Pay Assessments**

The Owner of any Lot, by accepting a Deed for said Lot, whether or not it shall be expressed in the deed, agrees, and is deemed to have agreed to pay to the Association all fees, annual assessments, supplemental assessments, and special assessments as set forth herein.

## **11.5 Purpose of Assessments**

The operations and obligations of the Association, as identified in the Act, this Declaration, and the Bylaws, shall be funded through fees, annual assessments, supplemental assessments, and special assessments levied against the Lots.

## **11.6 Types of Assessments and Fees the Association may impose**

### **11.6.1 Annual Assessment**

Per Section 11.1.2, the budget for the current fiscal year is approved if 51% of the allocated voting interests of the members present at the Annual Membership Meeting approve it. Included in the income line of the budget is the amount to be collected from Owners to pay for the Association's expense and reserve line items for the fiscal year, such fiscal year beginning January 1 and ending December 31. The amount prorated equally to each Lot and Owner of such Lot to pay for the Association's expense and reserve line items is termed the Annual Assessment.

### **11.6.2 Special Assessment**

In addition to the Annual Assessment, the Board may assess a special assessment to pay for special, non-recurring, or emergency expenses of the Association, such as damage to the Common Areas and related repairs, or forest maintenance to mitigate fire risk. A special assessment shall require the approval of fifty-one percent (51%) of the allocated voting interests of the members present at a special meeting called for such purpose or at the Annual Membership Meeting.

### **11.6.3 Capital Improvements**

Notwithstanding any other provision of this Declaration, the Association shall not make any Capital Improvement without the authorization of sixty-seven percent (67%) of the allocated voting interests of the members present at a meeting called for the purpose of proposing such Capital Improvement. For purposes of this Section, a "Capital Improvement" shall mean the installation of new Improvement, or a major upgrade to an existing Improvement, located within a Common Area or other portion of the Subdivision managed by the Association, for which funds are not otherwise identified in the Association's budget. If approved as provided in this Section, the cost of a Capital Improvement may be assessed to the Lots as a special assessment.

## **11.7 Late Fees and Interest**

Annual assessments are past due on April 1<sup>st</sup> of each year. Other fees, fines, or assessments are past due thirty (30) days from the due date on the invoice. There shall be a late payment fee of ten percent (10%) of the amount due. Past due amounts shall bear interest at the rate of twelve percent (12%) per annum.

## **11.8 Payment of Common Expense or Assessment**

*An Owner shall pay their proportionate share of common expenses and any other assessment levied by the Association. Such payment shall be in the amount and at the time determined by the Board in accordance with the terms of the CC&Rs or the Bylaws. An assessment levied against a Lot is a debt of the owner at the time the assessment was made and is collectible as a debt.*

## **11.9 Written Statement of Unpaid Assessment**

*Upon the written request by an Owner, the Board shall issue a written statement indicating any unpaid assessment. The board may request payment of a reasonable fee not to exceed \$10 for such written statement. The written statement is binding in favor of any person who relies in good faith on the written statement upon the remaining Owners and the Board. Unless the Board complies with such written request within 10 days, any*

*unpaid assessment that became due prior to the date the written request was made is subordinate to a lien held by the person requesting the written statement.*

#### **11.10 Fee for Approval of Plans**

*While the Association may charge a plan fee for the review and approval of a Lot plan, which the Association requires for the construction or improvement of a Lot, such plan fee shall not exceed the actual cost incurred by the Architectural Control Committee to review and approve the Lot Plan.*

### **ARTICLE 12 - AVAILABILITY OF RECORDS FOR EXAMINATION**

#### **12.1 Board record-keeping and availability requirement**

*An Association shall keep and make documents available to members in accordance with Sections 16-6a-1601 through 1603, 16-6a-1605, 16-6a-1606, and 16-6a-1610 of the Utah Revised Non-Profit Corporation Act, including keeping and making available to members a copy of the Association's CC&Rs and Bylaws, most recent approved minutes, and most recent budget and financial statement. Social Security numbers, bank account numbers, or any communication subject to attorney-client privilege may be redacted by the Board from any document the Board produces for inspection or copying.*

*The Board shall also make documents available to members in accordance with the Association's governing documents and shall make the documents described in Section 12.1 available to members, free of charge, through the Association website.*

#### **12.2 Member request to inspect or copy documents**

*In a written request to inspect or copy documents a member shall include the association's name, the member's name, the member's property address, the member's email address, a description of the documents requested, and whether the member elects to inspect or copy the documents, and if the member elects to copy documents, whether they request hard copies or electronic scans of the documents.*

*In addition, the member shall request 1) the Association to make the copies or electronic scans of the requested documents, or 2) that a recognized third party duplicating service make the copies or electronic scans of the requested documents, or 3) that member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents, or 4) that the association email the requested documents to an email address provided in the request.*

#### **12.3 Board compliance with member request**

*The Board shall comply with a request described in Section 12.2 if it produces legible and accurate copies or electronic scans. The member shall pay the association the reasonable cost of the copies or electronic scans and for time spent meeting with the member, which may not exceed the actual cost that the association paid to a recognized third party duplicating service to make the copies or electronic scans, or 10 cents per page and \$15 per hour for the employee's, manager's, or other agent's time.*

*If a member requests a recognized third party duplicating service make the copies or electronic scans the association shall arrange for the delivery and pick up of the original documents and the lot owner shall pay the duplicating service directly.*

*If a member requests to bring imaging equipment to the inspection, the association shall provide the necessary space, light, and power for the imaging equipment.*

### **ARTICLE 13 - INDEMNIFICATION**

Members 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.

### **ARTICLE 14 - APPROVAL AND AMENDMENTS**

These Bylaws may be amended at the Annual Membership Meeting, or at a special meeting called for such purpose, by a majority vote of Members present and casting a vote.

### **ARTICLE 15 - 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 16 - MISCELLANEOUS**

#### **16.1 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.

#### **16.2 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 17 - ADOPTION**

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

Witnessed for recording on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Roger Bitner  
President

\_\_\_\_\_  
J. Lucy Jordan  
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 \_\_\_\_\_

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**THE FOLLOWING LOTS LOCATED IN STAGECOACH ESTATES**

**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  
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 SG-A-80  
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 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-S2  
 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 Legal Description  
 Attached

**Morgan County**

**Stagecoach Estates Plat E**

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

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

Not Platted as a part of Stagecoach Estates SS-148-3 (Lot 99) Legal Description

**A portion lying in Summit County**

Account Number 0138721

Acres **8.74**

Situs ,

Tax District 10 - PCSD A,J,K,U (C-C) (E-E)

Parcel Number **SS-148-3**

**Legal** 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 LINE SD SEC TH E'LY ALONG SD SEC LINE TO A PT WH IS N 0\*03 'W FR PLACE OF BEG. TH S 0\*03'E TO BEG CONT 8.83 AC M/L (LESS 0.09 AC MORGAN CO)

(LESS ANY PORTION LYING EAST OF THE COMMON BOUNDARY LINE DESCRIBED IN #1102578 2488-1667) BAL 8.74 AC M/L IN SUMMIT CO. (SEE SUMMIT CO.- MORGAN CO. BOUNDARY LINE PLAT # 958424) M76-581 M33-24 M41-381 M42-193 815-389-391 2232-591-593 (SEE AFF 2232-591 AND QCD 2232-593 MISSING NAME OF THE STAGECOACH PLAT ASSUMED TO BE PLAT A) FRED J BACON TRUSTEE OF THE BACON REVOCABLE TRUST 2232-593;

**Geo Neighborhood** 14-04-21 - STAGE COACH

**Name** BACON FRED J JR TRUSTEE

1813 S WOODSIDE DR

SALT LAKE CITY, UT 84124-1630

**And a portion lying in Morgan County**

Parcel Number: 00-0005-0219

Serial Number: **01-001-058-1**

Document Entry Number: 153881

Owner Name: BACON REVOCABLE TRUST

Mailing Address: 1813 S WOODSIDE DR

SALT LAKE CITY, UT, 84124

Tax District: 1

Recorder's Office Acreage: **0.24**

Property Address:

**Legal** COM AT THE NE COR OF LOT 92 STAGECOACH ESTATES PLAT "A" (SUMMIT COUNTY) & RUN TH S 63\*30' W 700 FT; TH N 04\*05' W 620 FT M. OR L TO THE N SEC LN OF SEC 29 T1N R4E TH E'LY ALG SD SEC TO A PT N 00\*03' W OF THE POB; TH S 00\*03' E TO POB. CONT 7.00 AC. LESS THAT PORTION LYING IN SUMMIT COUNTY. LEAV 0.24 AC M. OR L.

Un-Platted 01-001-058 (Lot 93) Legal Description

**A portion lying in Morgan County**

Parcel Number: 00-0005-0201  
Serial Number: **01-001-058**  
Document Entry Number: 139617  
Owner Name: HOLIDAY KENT R  
Mailing Address: 250 HIMALAYA AVE, BROOMFIELD, CO, 80020  
Tax District: 1  
Recorder's Office Acreage: **28.89**  
Property Address: 93 N CHURCH RD

**Legal** BEG AT THE N1/4 COR OF SEC 29 T1N R4E SLB&M MORGAN COUNTY UTAH & RUN TH S 89°56'42" E 717.29 FT ALG THE SEC LN; TH S 03°58'15" E 72.25 FT TO THE SUMMIT-MORGAN COUNTY LN AS SHOWN ON BDY PLAT #127825 (MORGAN COUNTY); TH ALG SD LN THE FOL (9) COUR & DIST: (1) S 41°32'05" W 34.85 FT (2) S 62°53'46" W 147.09 FT (3) S 75°23'19" W 89.53 FT (4) S 12°46'03" E 291.44 FT (5) S 01°02'52" E 333.11 FT (6) S 17°25'47" W 206.27 FT (7) S 22°17'16" W 180.27 FT (8) S 30°59'49" W 87.77 FT (9) S 08°19'45" W (20.37) FT; TH N 81°23'15" W 896.99 FT; TH N 00°06'45" E 1130.90 FT TO THE N SEC LN OF SEC 29; TH S 89°56'42" E 510.85 FT ALG SD SEC LN TO THE POB. CONT 28.888 / 28.89 AC M. OR L. TOG/W A R. OF W. ETC.... **\*\*\*SEE DEED\*\* \*\*\*NOTE: DEED IS INCONSISTENT WITH ORIG RECORD. DEED ENT 139617 (330/1768) STATES (20 37 FT) ORIG RECORD ENT 139334 (330/2016) STATES (20.37 FT) \*\*\***

**And a portion lying in Summit County**

Account Number 0138739  
Acres **5.51**  
Situs ,  
Tax District 10 - PCSD A,J,K,U (C-C) (E-E)  
Parcel Number SS-148-3-A

**Legal** BEG AT THE NW COR OF LOT 92, STAGE COACH ESTATES PLAT "A", A SUBDIVISION LOCATED IN SEC 29, T1N, R4E, SLB&M, SAID PT BEING S 89°56'42" E 717.29 FT ALG THE SEC LN AND S 03°58'15" E 785.29 FT FROM TH N1/4 COR OF SEC 29, TN, R4E, SLB&M, AND RUN TH S 22°06'45" W 555.00 FT; TH N 81°23'15" W 193.01 FT TO THE MORGAN-SUMMIT COUNTY LN AS DESC IN THE SUMMIT-MORGAN COUNTY LN PLAT RECORD OF SURVEY FILE #S0007662; TH ALG SAID LN THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) N 08°19'45" E 20.37 FT, (2) N 30°59'49" E 87.77 FT, (3) N 22°17'16" E 180.27 FT, (4) N 17°25'47" E 206.27 FT, (5) N 01°02'52" W 333.11 FT, (6) N 12°46'03" W 291.44 FT, (7) N 75°23'19" E 89.53 FT, (8) N 62°53'46" E 147.09 FT, (9) N 41°32'05" E 34.85 FT TO THE WEST LN OF THE PROPERTY DESC IN WARRANTY DEED ENTRY NO. 117458, SUMMIT COUNTY RECORDER'S OFFICE; TH S 03°58'15" E 713.04 FT ALG SAID LN TO THE PT OF BEG. CONT 5.51 AC. (NOTE: THIS PARCEL WAS ASSESSED IN MORGAN COUNTY FROM 1989-2016; NEW INFORMATION ON FILE LOCATED IT IN SUMMIT COUNTY) 2372-1388-1392

**Geo Neighborhood** 14-04-21 - STAGE COACH

**Name** HOLIDAY VIRGINIA F  
2402 CEDAR CT  
CODY, WY 82414-5222