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ERNEST D ROWLEY, WEBER COUNTY RECORDER
30-NOV-12 100 PM FEE \$216.00 DEP TOT
REC FOR: MOUNTAIN RIDGE HOA

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1920 W. 5200 S. Suite #1
Roy, UT 84067

**BYLAWS
OF
MOUNTAIN RIDGE HOMEOWNERS' ASSOCIATION, INC.
OGDEN CITY, WEBER COUNTY, UTAH**

THESE BYLAWS OF MOUNTAIN RIDGE HOMEOWNERS' ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Weber County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are intended to have the same meaning as the capitalized terms in the MOUNTAIN RIDGE SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (and its amendments and supplements) that was recorded as Entry No. 1584301 on October 27, 1998 ("Declaration").
2. These Bylaws are the first Bylaws adopted by the Association and are therefore adopted pursuant to Section 16-6a-206(1)(a) of the Utah Revised Nonprofit Corporation Act (referred herein as the "Act").
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws. **"Board Member"** shall mean a member of the Association's Board of Trustees.

ARTICLE II
APPLICATION

All present and future Lot Owners, tenants, or any other persons who occupy a Lot within or use the facilities of Mountain Ridge Subdivision in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said

Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

ARTICLE III
OWNERS

3.1 **Annual Meetings.** The annual meeting of the Owners shall be held each year during the month of May or June on a day and at a time established by the Board of Trustees. The purpose of the annual meeting shall be electing Board Members and transacting such other business as may come before the meeting. If the election of Board Members cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Trustees shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Owners.

3.2 **Special Meetings.** Special meetings of the Owners may be called by a majority of the Board of Trustees or upon the written request of Owners holding not less than forty percent (40%) of the total votes of the Association. Any written request for a special meeting presented by the Owners shall be delivered to a Board Member or the Association manager and shall include the original signature of each member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The Board of Trustees shall then call, provide notice of, and conduct a special meeting within thirty (30) days of receipt of the request.

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

3.4 **Notice of Meetings.** The Board of Trustees shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each member of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the member at the member's address registered with the Association, with first-class postage thereon prepaid. Each member shall register with the Association such member's current email address, if any, and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to a Board Member or Association manager. If no address is registered with the Association, a member's Lot address shall be deemed to be the member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to a Board Member or Association manager that he/she will not accept notices by way of email.

3.5 **Qualified Voters.** A member shall be deemed to be in "good standing" and "entitled to vote" at any member meetings of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. The Board of Trustees may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Subdivision shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners.

3.7 Quorum. At any meeting of the Owners, the presence of Owners and holders of proxies entitled to cast more than five percent (5%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the Board of Trustees shall have power to adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of any member and holder of a proxy entitled to vote shall constitute a quorum for the transaction of business at the rescheduled meeting. The presence of Owners not qualified to vote under Section 3.5 above shall be counted towards any quorum requirement.

3.8 Proxies. At each meeting of the Owners, each member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member or by the member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Owners' attorneys when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary or its designee of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Owners, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Board Members may be by secret ballot and each Owner is entitled to one (1) vote for each open Board position. When more than one (1) Person owns an interest in a Lot, any Person who is the owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of one (1) Lot, no vote shall be counted for that Lot, except for quorum establishment purposes. In no event shall fractional votes be exercised in respect to any Lot.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of any meeting and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Trustees or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board of Trustees. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 **Informal Action by Owners.** Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting.

ARTICLE IV
BOARD OF TRUSTEES

4.1 **General Powers.** The property, affairs and business of the Association shall be managed by the Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners.

4.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board of Trustees composed of three (3) persons, each of whom shall meet the qualifications in the Declaration and shall serve for a term of (1) year. At each annual meeting, the Owners shall elect trustees to fill vacancies by the expiring terms of the trustees.

4.3. **Regular Meetings.** The Board of Trustees shall hold regular meetings at least quarterly at the discretion of the Board of Trustees upon at least five (5) days prior notice to each Board Member. The Board of Trustees may designate any place in Weber County, Utah as the place of meeting for any regular meeting called by the Board of Trustees. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, by text message, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.4 **Special Meetings.** Special meetings of the Board of Trustees may be called by a majority of the Board Members on at least three (3) days prior notice to each Board Member. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Weber County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, by text message, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

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

4.6 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the community in any other capacity and receiving compensation therefore.

4.7 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to another Board Member or the manager of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the total voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Trustees meetings.

4.8 **Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board of Trustees by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.7, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Trustees occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.9 **Informal Action by Board Members.** Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, including by email, if consent setting forth the action so taken, is approved in writing by each Board Member.

4.10 **Waiver of Notice.** Before or at any meeting of the Board of Trustees, any Board member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.11 **Adjournment.** The Board of Trustees may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

ARTICLE V
COMMITTEES

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

5.2 **Proceeding of Committees.** Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

5.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Trustees.

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

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

ARTICLE VI INDEMNIFICATION

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

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

person who has ceased to be a Board Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

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

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

ARTICLE VII RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Trustees.

7.1 General Records.

a. The Board of Trustees or managing agent for the Association shall keep detailed records of the actions of the Board of Trustees and managing agent or manager; minutes of the meetings of the Board of Trustees; and minutes of the member meetings of the Association.

b. The Board of Trustees shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Trustees.

c. The Board of Trustees shall maintain a list of Owners.

d. The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law.

7.2 Records of Receipts and Expenditures. The Board of Trustees or its designee shall keep detailed, accurate records of the receipts and expenditures affecting the Subdivision.

7.3 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Trustees upon request of an Owner.

b. From time to time the Board of Trustees, at the expense of the Association, may obtain an audit and/or review by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners of Lots. At any time any Owner may, at such Owner's own expense, cause an audit or inspection to be made of the books and records of



the Association.

7.4 Inspection of Records by Owners.

a. Except as provided in Section 7.5 below, all records of the Association shall be reasonably available for examination by an Owner of a Lot pursuant to Rules adopted by resolution of the Board of Trustees.

b. The Board of Trustees shall maintain a copy, suitable for the purposes of duplication of the following:

i. The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules and regulations of the Association.

ii. The most recent financial statement prepared pursuant to Section 7.3 above.

iii. The current operating budget of the Association.

c. The Association, within a mutually agreeable time after receipt of a written request by an Owner, shall furnish the requested information required to be maintained under subsection b. of this Section.

d. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

7.5 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

a. Personnel matters relating to a specific identified person or a person's medical records.

b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.

c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

d. Disclosure of information in violation of law.

e. Documents, correspondence, or management or Board of Trustees reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

f. Documents, correspondence, or other matters considered by the Board of Trustees in executive session.



g. Files of individual Owners, other than those of a requesting Owner of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE VIII RULES AND REGULATIONS

The Board of Trustees shall have the authority to adopt and establish by resolution such Project management and operational rules and regulations as it may deem necessary for the maintenance, operation, management, and control of the Project, and the Board of Trustees may from time to time, by resolution, alter, amend, and repeal such rules and regulations and use their best efforts to see that they are strictly observed, it being clearly understood that such rules and regulations shall apply and be binding upon all Lot Owners of the Project, including the Owners' tenants, invitees, guests, etc. Copies of all rules and regulations and resolutions adopted by the Board of Trustees shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX AMENDMENTS

9.1 **How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Board of Trustees or by Owners holding at least thirty percent (30%) of the total voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

9.2 **Adoption.** Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than fifty percent (50%) of the total voting interests of the Association

9.3 **Execution and Recording.** An amendment shall not be effective unless and until certified by at least a majority of the Board Members as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Weber County.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.



EXECUTED this 29 day of November, 2012.

MOUNTAIN RIDGE HOMEOWNERS' ASSOCIATION, INC.

BY: John Moore

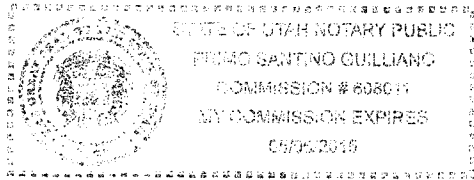
TITLE: Trustee

STATE OF UTAH)
)SS:
COUNTY OF WEBER)

On the 29 day of November 2012, personally appeared before me John Moore, who by me being duly sworn, did say that he/she is a member of the Board of Trustees of the Mountain Ridge Homeowners' Association, Inc. and these Bylaws were adopted pursuant to Section 16-6a-206(1)(a) of the Utah Revised Nonprofit Corporation Act by a majority of the members of the Board of Trustees.

[Signature]
Notary Public

[Signature]
Board of Trustees Representative



- 11-278-0001-0024
- 11-279-0001-0029
- 11-268-0001-0016
- 11-269-0001-0023
- 11-270-0001-0025
- 11-294-0001-0023

- 11-324-0001-0018
- 11-332-0001-0015
- 11-345-0001-0012