



"W2199846"

E# 2199846 PG 1 OF 12  
DOUG CROFTS, WEBER COUNTY RECORDER  
10-AUG-06 1011 AM FEE \$79.00 DEP SGC  
REC FOR: RIVERVIEW TOWN HOUSE HOA

## BYLAWS OF RIVERVIEW TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

The following are adopted by the Board of Trustees of the Riverview Townhouses Homeowners Association (the "Board") as the administrative Bylaws of the River View Townhouses Homeowners Association, Inc. ("Riverview HOA"), pursuant to Utah Code § 16-6a-206.

### ARTICLE I

#### PLAN OF LOT OWNERSHIP AND INCORPORATION

1. Submission. These Bylaws are referred to and incorporated by reference in the foregoing Declaration of Covenants, Conditions and Restrictions of Riverview Townhouses, P.R.U.D. (the "Declaration"), which is located in Weber County, State of Utah. These Bylaws shall govern the administration of Riverview and its Association of Lot Owners.
2. Conflict. These Bylaws are subordinate and are subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall in all instances govern and control.
3. Office and Registered Agent. The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the home of the President or such other place as shall be designated by him/her.
4. Bylaws Applicability. All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance at Riverview shall be subject to and abide by these Bylaws.

### ARTICLE II

#### ASSOCIATION

1. Composition. The association of lot owners is a mandatory association consisting of all Lot Owners at the Project.
2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.
3. Annual Meeting. Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the Fourth Wednesday of November of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The

place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

4. Special Meetings. The President shall call a special meeting (a) if he/she so desires, (b) if a majority of the members of the Board of Trustees direct him/her to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

5. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

6. Voting. Each Lot shall have one (1) vote. Any owner or owners who do not wish to vote on their own may elect a representative to cast their vote by proxy if they will not be present at a meeting where votes are cast. In order to establish and cast a valid proxy vote, the owners who wish to have a representative vote for them must present their representative with a signed and notarized proxy statement signed by the owner who wishes to have the representative cast their vote. A proxy vote cast, without objection, by an apparent representative of any other owner or owners shall be binding upon the Association. Entities may vote by means of their authorized agent, or may establish a proxy relationship with a representative by means of their authorized agent.

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

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

9. Quorum. Except for cases of decisions regarding Special Assessments, as provided

for in Sections 5.04 and 5.05 of the Declaration, a fifty percent (50%) majority of the members of the Association shall constitute a quorum for the adoption of decisions by the Association. Adoption of decisions by the Association shall mean any decision outside the normal scope of authority of the Board to make routine business decisions for the Association as provided for in Article III, paragraph 1 of these Bylaws set forth below. Such decisions lying outside the scope of authority of the Board to make routine business decisions for the Association and requiring an adoption of a decision by a vote of the members of the Association for their approval include, but are not limited to:

- a. Special Assessments as provided for in Section 5.04 of the Declaration;
- b. Changing the amount of the Monthly Assessment;
- c. Any payment to any Trustee for services rendered, and not for reimbursement of expenses, as provided for in Article III, paragraph 13 below;
- d. The removal, other than by resignation, of any Trustee or Trustees;
- e. The election of any replacement Trustee where the Trustee was removed by a vote of the Owners of the Association, or where the Trustee's term of office has lapsed. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting;
- f. The amendment, cancellation, termination, or other proposed change to the Declaration, these Bylaws, or the Articles of Incorporation of the Riverview HOA;
- g. Any amendment, cancellation, termination, or other proposed change to the Rules and/or Regulations originally set by the Board and objected to upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association.
- h. Any other decision of such a non-routine nature and of such paramount importance to the Association that it requires the approval of a majority of the Owners in the Association.

If at any Association Meeting a fifty percent (50%) majority of the members of the Association constituting the number of members required for a quorum are not present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Lot Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Lot Owners to approve any action, however, that percentage shall be required anything to the contrary

notwithstanding.

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

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

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

### ARTICLE III

#### MANAGEMENT BY THE BOARD

1. **Powers and Duties.** The Board of Trustees shall manage the affairs and business of the Association. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers to conduct routine tasks related to the business of the Association. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for and have the power and authority to do at least but not limited to the following:

- a) Preparation of an annual budget;
- b) Determining the annual assessment of each Owner;
- c) Managing the Association;
- d) Maintaining the Common Areas and Facilities;
- e) Collecting the Assessments;
- f) Depositing the collections into a federally insured interest bearing account or accounts;
- g) Adopting and amending rules and regulations;

- h) Enforcing the terms of the Declaration, Rules, and Regulations of the Association;
- i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property, Common Area, and/or Facilities and repairs to, and restoration of, the Property, Common Area, and/or Facilities, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- k) Commencing legal action or defense of the Association when necessary;
- l) Purchasing and maintaining insurance;
- m) Paying the cost of all services rendered to the Property, Common Area, and/or Facilities and not billed directly to Owners of individual Lots.
- n) Keeping books and records of the Association;
- o) Providing common utility services;
- p) Paying any amount necessary to discharge any mechanic's or materialmen's lien or other encumbrance levied against the Property, Common Area and/or Facilities;
- q) Giving notice of alleged violations of the terms of the Declaration, Rules, and Regulations of the Association and providing the alleged violator the opportunity to be heard;
- r) Levying fines, sanctions and citations;
- s) Making emergency repairs;
- t) Towing or impounding motor vehicles;
- u) Evicting non-Owner residents in material violation of the terms of the Declaration, Rules, and Regulations of the Association or who have created and failed to abate a nuisance;
- v) Charging user fees and rents for any Recreational Vehicle parking area;
- w) Assigning parking spaces;
- x) To the extent not already listed in these bylaws, an act provided for in Section 4.02 of the Declaration; and
- y) Doing such other things and acts necessary to accomplish the foregoing.

2. Composition of Board of Trustees. The Board of Trustees shall be composed of at least three (3) members of the Association.
3. Qualification. Only individual Lot Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership.
4. Election and Term of Office of the Board. Trustees whose term of office has lapsed are to be replaced in office by a vote of the Owners of the Association at the annual meeting of the Association or any special meeting called by the members of the Association where the entire Board is removed and replaced. The candidate that receives the highest number of votes shall serve as a Trustee for a term of three (3) years. The candidate that receives the second highest number of votes shall serve as a Trustee for a term of two (2) years. The candidate that receives the third highest number of votes shall serve as a Trustee for a term of one (1) year. At each annual election, the Successor to the Trustee whose term shall expire in that year shall be elected to hold office for the term of three (3) years. Each Trustee shall serve on the Board until his/her term expires and his/her successor has been duly elected and qualified.
5. Initial Organizational Meeting. The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.
6. Monthly Meeting. Unless otherwise designated by the Board, the monthly meeting of the Association shall be held at 7:00 o'clock p.m. on the Fourth Wednesday of each month, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
7. Special Meetings. Special meetings of the Board may be called by the President, Vice-President or a majority of the Owners on at least forty-eight (48) hours prior notice to each Trustee. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
8. Waiver of Notice. Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
9. Quorum. At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally

called may be transacted without further notice.

10. Vacancies. Vacancies in the Board caused by any reason other than removal of a Trustee by a vote of the Association shall be filled by vote of all of the remaining Trustees at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total Trustees remaining may constitute less than a quorum of the Board. Each Trustee so elected shall be a Trustee for the remainder of the term of the Trustee so replaced. A vacancy created by the removal of a Trustee by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

11. Removal of Trustee. A Trustee may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a fifty percent (50%) majority of the members of the Association. Any Trustee whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Trustee who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive Board Meetings in any calendar year, shall be automatically removed from the Board.

12. Compensation. Trustees may be compensated for their services if it is reasonable to pay a Trustee for their services, and it would not be more reasonable to hire another Owner or a person or entity from outside the Association to provide the same service. Any compensation for services rendered shall be put to a vote of the Owners in accordance with Article II, paragraph 9 above. Trustees shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.

14. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:

a) Open Meetings. A portion of each meeting of the Board shall be open to all members of the Association, but members other than Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b) Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c) Action Without a Formal Meeting. Any action to be taken at a meeting of the

Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.

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

#### ARTICLE IV

#### OFFICERS

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

2. Election of Officers. The officers of the Association shall be elected annually by the members of the Board of Trustees at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Trustees at a regular meeting or special meeting called for such purpose.

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

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

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

6. Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He/she shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to



inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities. He/she shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He/she shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Project.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BYLAWS

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

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

ARTICLE VII

NOTICE

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

2. Waiver of Notice. Whenever any notice is required to be given under the provisions

of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE VIII


COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.
2. Severability. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
4. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
5. Construction. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.
6. Effective. These Bylaws shall be effective upon their adoption by the Board.

Dated the 10<sup>th</sup> day of AUGUST, 2006



Dardy Gallagher  
Trustee  
Office: President



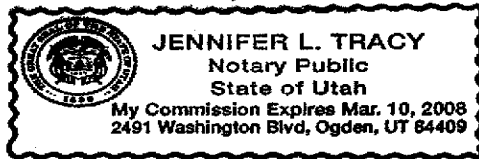
Jo Canfield  
Trustee  
Office:

Cristin Bassett  
Cristin Bassett  
Trustee  
Office:

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF WEBER        )

On the 10<sup>th</sup> day of August, 2006, personally appeared before me Dardy Gallagher, Jo Canfield, and Cristin Bassett, who by me being duly sworn, did duly acknowledged to me that they executed the same.

Jennifer L. Tracy  
NOTARY PUBLIC



**EXHIBIT "A" PROPERTY**

The following real property located in Weber County, State of Utah, to-wit:

Lots 1 through 48, RIVER VIEW TOWNHOUSES, a Planned Residential Unit Development, according to the official plat thereof on file and of record in the Weber County Recorder's Office.

TAX ID #: 13-218-0001 THROUGH 13-218-0048 <sup>7</sup>

**BOUNDARY DESCRIPTION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COMMONLY DESCRIBED AS THE COMMON AREA AND LOTS 1 THROUGH 48, RIVERVIEW TOWNHOUSES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°57'00" WEST 36.37 FEET ALONG THE CENTERLINE OF 16TH STREET AND SOUTH 00°03'00" EAST 33.00 FEET AND SOUTH 05°15'00" WEST 530.20 FEET FROM THE OGDEN CITY MONUMENT IN THE CENTERLINE OF SAID 16TH STREET, SAID POINT DESCRIBED OF RECORD AS BEING LOCATED 841.5 FEET WEST AND NORTH 05°15' EAST 1017.02 FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; RUNNING THENCE SOUTH 89°57'00" WEST 482.16 FEET (480.80 FEET RECORD); THENCE NORTH 00°58'00" EAST 231.535 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MONROE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE TO THE LEFT ALONG THE ARC OF A 842.45 FOOT RADIUS CURVE, A DISTANCE OF 153.58 FEET, CHORD BEARS NORTH 09°02'07" EAST 153.37 FEET; THENCE NORTH 89°57'00" EAST 143.47 FEET TO THE WEST LINE OF THE KIRK PRICE PROPERTY; THENCE SOUTH 00°58'00" WEST 109.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89°57'00" EAST 42.50 FEET; THENCE NORTH 45°00'00" EAST 57.54 FEET; THENCE NORTH 00°58'00" EAST 108.34 FEET; THENCE NORTH 89°57'00" EAST 60.00 FEET; THENCE NORTH 00°58'00" EAST 105.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE SAID 16TH STREET; THENCE NORTH 89°57'00" EAST 110.50 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°58'00" WEST 160.00 FEET (150.00 FEET RECORD); THENCE NORTH 89°57'00" EAST 91.77 FEET (91.40 FEET RECORD) TO THE WEST LINE OF THE SOLITUDE CONDOMINIUMS PROPERTY; THENCE SOUTH 05°15'00" WEST 369.52 FEET ALONG SAID WEST LINE PROJECTED TO THE POINT OF BEGINNING. CONTAINING 4.506 ACRES.