

Bylaws for Sherwood Park Owners' Association

Proposed Amended Bylaws September 2013)



W2659605

2659605 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
11-OCT-13 357 PM FEE \$116.00 DEP SGC
REC FOR: SHERWOOD PARK OWNERS ASSOC

ARTICLE I

Name and Location

The name of the corporation is SHERWOOD PARK OWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 643 West lamplighter Way, Riverdale, Utah, 84405, but meetings of members and directors may be held at such places within the State of Utah, County of Weber, as may be designated by the Board of Directors. Sherwood Park Owners' Association is a planned unit development, single family living area.

ARTICLE II

Definitions

SECTION 1. "**Association**" shall mean and refer to SHERWOOD PARK OWNERS ASSOCIATION, its successors and assigns.

SECTION 2. (a) "**Common Areas**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and as further defined in Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sherwood Park Owner's Association and refer to that certain real property shown at the Office of the County Recorder of Weber County, Utah and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(b) "**Limited Common Area**" means that portion of Common Area property owned by the Association, shown on the Plat or described herein as dedicated to the exclusive use and enjoyment of the Owners of the Lot wherein such limited common area is located and subject to rights of the Association as set forth in the Amended and Restated Declaration.

SECTION 3. "**Declaration**" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sherwood Park applicable to the Properties recorded in the Office of the County Recorder of Weber County, Utah.

SECTION 4 "**Living Unit or Unit**" shall mean and refer to a structure or portions of a structure which is designed and intended for use and occupancy as a single-family residence and which is complete and ready for occupancy, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

SECTION 5 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "**Owner**" shall mean and refer to the record owner, and/or spouse, whether one or more persons or entities, of the simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and as further defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sherwood Park.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Property" shall mean and refer to that certain real property shown AT THE Office of the Recorder of Weber County, Utah, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and as further described in Exhibit "A" to these Bylaws.

ARTICLE III **Meeting of Members**

SECTION 1. Annual General Meetings. The regular annual general meeting of the members shall be held on the second Wednesday in September. In the event that day is a legal holiday, the meeting will be held on the first day immediately following that holiday.

SECTION 2. Special General Meeting. Special general meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request by at **least twenty five percent (25%) of the members who are entitled to vote.**

SECTION 3. Notice of General Meetings. Written notice of each meeting of the members shall be given by the Secretary or the Treasurer by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, place and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

SECTION 4. Quorum. The presence at an annual general meeting or special general meeting of a least twenty five (25) percent of the Association's Members entitled to cast votes shall constitute a quorum for any action, except as otherwise provided in the Declaration or these Bylaws. If, however such quorum shall not be present at any general association meeting, the meeting will be adjourned and rescheduled at another time when a quorum shall be present.

ARTICLE IV **Board of Directors: Selection, Term of Office**

SECTION 1. Number. The affairs of the Association shall be managed by a Board of Directors, **There shall be a minimum of three (3) Directors, but no more than nine (9), who shall be Member5s of the Association in good standing.**

SECTION 2. Term of Office. Each director will serve a three (3) year term of office. The appointment of the board will be staggered so that at the time of the annual general meeting in September, one (1) to three (3) Directors will be elected by the Members for a three (3) year term, one to three additional Directors may be beginning their second year in office, and another one to three Directors may be beginning their third (3rd) year in office.

SECTION 3. Removal. Any director may be removed from the Board by a majority vote of the members of the Association, either at a scheduled meeting or by a

signed petition containing at least fifty one (51%) of the Members of Sherwood Park Owners Association. In the event of death, resignation, or removal of a director, a successor shall be selected to serve the remaining term from the nominated list in descending election listing. The Member who received the greatest number of votes at the previous general meeting, shall serve for the remaining term of his or her predecessor. If that Member cannot accept the position, then the next ranked Member will be selected to serve. In the event that there are no candidates to select from, the Board of Directors may appoint any Member to fill the vacancy.

SECTION 4. Compensation. Due to the complexity of the duties of the President, Secretary and Treasurer, compensation for their services **may** be allowed. The amount, if any will be established by the Board of Directors. Furthermore, any director may be reimbursed, subject to approval by the President for any authorized expenses incurred in the performance of his or her duties. If the association employs or contracts the services of a full-time administrative manager to take over all of the administrative duties of any particular association officer, (President, Secretary or Treasurer), no compensation to that officer will be allowed.

SECTION 5. Emergency Action Taken Without a Meeting. The Directors shall have the right to take any emergency action in the absence of a meeting, providing that the Association President personally contacts a majority of the Board Directors and gains their approval for any action to be taken. Any action so approved will be published in the following month's board meeting minutes.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors may be turned into the office until one (1) week prior to the annual meeting. Nominations may also be made from the floor at the annual meeting.

SECTION 2. Election. Election to the Board of Directors shall be by the secret written ballot at the annual general meeting. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected to the Board. Any remaining members from the election will be placed on an Election List, ranked in descending order based upon the number of votes received by each Member. The Election List will be used in the event of an unscheduled vacancy on the Board of Directors, due to death, resignation, or removal from the Board.

ARTICLE VI

Meetings of Directors

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, at such place and hour as may be fixed from time to time by the resolution of the Board.

SECTION 2. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association, or by any two Directors, if required.

SECTION 3. Quorum. A majority of the Directors on the board greater than fifty percent (50%) shall constitute a quorum for the transaction of business. Every act or

decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII Powers and Duties of the Board of Directors

SECTION 1 **Powers.** The Board of Directors shall have power to:

- (a) Adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests, thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, to include monthly fees and special fees for use of common areas. Such rights may also be suspended after notice and hearing for each infraction of published rules and regulations.
- ©. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by the other provision of these Bylaws, and the Articles an Incorporation, or Declaration.
- (d). Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from **more than one (1) regular meeting** of the Board of Directors without a valid reason or prior excuse from the President.
- (e). Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f). Take such action, whether by legal process or otherwise, as may be necessary to insure that Units, Common Area and Facilities are used and occupied in a manner consistent with the Bylaws, and with the Rules and Regulation established by the Board of Directors.
- (g) Cause the Common Areas to be maintained as further defined in the Declarations and Rules and Regulations which currently govern the Association.
- (h) Cause the exterior of the dwellings to be maintained as further defined in the Declaration and the Rules and Regulations which currently govern the Association.
- (i)Furnish to each Member a copy of the Bylaws, Declaration, Rules and Regulations, Exhibits and Fines which currently govern the Association.
- (j) Shall supervise all Officers, agents and employees of the Association and see that their duties are properly performed.
- (k) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

ARTICLE VIII Officers and Their Duties

SECTION 1. Enumeration of Offices. The officers of this Association shall be President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and Treasurer, and such other officer at the Board of Directors may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for three (3) years unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office by a majority vote of the Board, or by a majority vote of the members of the association, or by a petition signed by the majority of the members of the association. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer being replaced.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 4 of this Article.

SECTION 8. Officer Duties. The duties of the officers are as follows:

President

(a). The *President* shall preside at meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall **sign all leases**, deeds and other written instrument and shall co-sign all checks and promissory notes. And, until the time the Association employs a manager, the President shall act as manager as manager and perform the duties required of a manager.

Vice-President

(b). The *Vice-President* shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

©. The *Secretary* shall record the votes and keep the minutes of all meetings and proceedings of the Board; serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d). The *Treasurer* shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members. Issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for an issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

Committees

The Board of Directors may appoint an *Architectural Control Committee*, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying on its purpose.

ARTICLE IX

Committees

The Board of Directors shall appoint an *Architectural and landscape Control Committee*, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. These committees may include *Pool, Safety and Security*.

ARTICLE X

Books and Records

The books, records and papers of the Association must be stored in the Association Office at all times and during reasonable business hours and by previous appointment, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the office of the Association, where copies may be purchased for a reasonable fee.

ARTICLE XI

Assessments

As more fully provided in the Declaration (section 9, page 18), each member is obligated to pay to the Association annual assessments (monthly installments as monthly fees) and special assessments which are secured by a continuing lien upon the property against which an assessment is made. Monthly fees are due on the first (1st) day of each month. Monthly fees not paid by the fifteenth (15th) of each month shall be deemed late and a late fee of at least twenty dollars (\$20) will be assessed against the owner. Any annual, monthly or special assessments which are not paid within thirty (30) days after the due date shall be delinquent, and shall bear interest from the date of delinquency at the rate of two (2) percent above the established prime rate, and the Association may bring action against the Owner personally obligated to pay the same, or foreclose the lien against his/her property, and all interest and cost, including reasonable attorney's

fees, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: SHERWOOD PARK OWNERS ASSOCIATION.

ARTICLE XIII

Amendments

SECTION 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present.

SECTION 2. In the base of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

SECTION 1. Fiscal year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of each year.

SECTION 2. Application. All Owners, Leasers or Contract Purchasers who reside in Sherwood Park, or any guests who might use the facilities of Sherwood Park in any manner, are subject to the Rules and Regulations set forth in the Bylaws and established by the Board of Directors. The mere act of occupancy or use of any of the facilities, or Common Area will signify acceptance of the Rules and Regulation by all such persons.

SECTION 3. Lease Policy. (Declaration section 15, pages 27-29) A lease for a single family is permitted, subject to approval by the Board of Directors. The Owner is responsible for furnishing leasers with copies of the Bylaws and the current Rules and Regulations of Sherwood Park Owners Association, and for assuring that the leaser understands the current Rules and Regulations. The Owner is responsible for procuring a signed statement form the leasers stating that the leasers have been given copies of the Bylaws and the Rules and Regulations, and agreed to abide by these Rules and Regulations, as well as the Ordinances of the City of Riverdale, and the Statutes of the Stat of Utah. The unit Owner is responsible for any damage to association or private property caused by the leasers or their guests. The Board of Directors has the power to terminate any lease agreement in case of flagrant violations of Articles and Covenants, Bylaws, Rules and Regulations, or misconduct or violations of city or state laws.

SECTION 4. Indemnification. the Association shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, or administrative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is serving at the request of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in

connection with such action, suit or proceeding if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned hereby certifies that this Amended and Restated Bylaws have been approved by.

SHERWOOD PARK OWNERS ASSOCIATION

By Charles J. Esposito 10/11/2013
PRESIDENT

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 11 day of October 2013, the undersigned hereby acknowledges and affirms to the below named notary public that (1) he appeared before such notary public, holds the position or title set forth above, and, on behalf of the above named Association by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such Association for the purpose stated in it.

Jennifer D Christensen
NOTARY



