

After recording return to:

Curtis G. Kimble  
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Rhonda Francis Summit County Recorder

09/22/2022 09:15:29 AM Fee \$188.00

By KIMBLE LAW PLLC

Electronically Recorded

### **NOTICE OF RECORDING OF BYLAWS**

Certain real property in Summit County, Utah, known as the Silver Summit Subdivision (Phases 1 and 2) was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions for Sagebrook recorded December 4, 1998, as Entry No. 00524356 in the Recorder's Office for Summit County, Utah (the "Declaration"). The Declaration established and provided for the Sagebrook Homeowners Association to carry out the provisions of the Declaration.

Notice is hereby given that the Association's Bylaws, consisting of the Amended and Restated Bylaws of Sagebrook Homeowners Association, adopted as of July 16, 2008, together with an amendment thereto adopted as of September 14, 2022, are attached to this Notice as Exhibit A, and are hereby being recorded pursuant to Utah Code Ann. § 57-8a-216.

This Notice shall apply to the property described in the Declaration and any annexation or supplement thereto, described as follows:

Lots 201 – 246, SILVER SUMMIT SUBDIVISION PHASE 1, according to the official plat thereof as recorded in the office of the Summit County Recorder, Utah.

Parcel Numbers SSS-1-201 through SSS-1-246

Lots 301 - 338, SILVER SUMMIT SUBDIVISION PHASE 2, according to the official plat thereof as recorded in the office of the Summit County Recorder, Utah.

Parcel Numbers SSS-2-301 through SSS-2-338.

**IN WITNESS WHEREOF**, Sagebrook Homeowners Association, has caused this document to be executed by its attorney as authorized agent this 21 day of September, 2022.

**SAGEBROOK HOMEOWNERS ASSOCIATION**  
a Utah nonprofit corporation

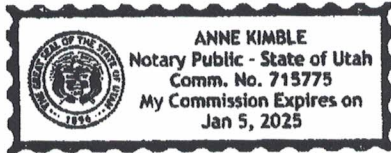
By: 

Curtis G. Kimble

Attorney for Association

State of Utah                    )  
  :ss  
County of Salt Lake        )

Subscribed and sworn to before me on the 21 day of September, 2022, by Curtis G. Kimble in the capacity indicated above.



*Anne Kimble*

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

(see attached)

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AMENDED AND RESTATED BYLAWS OF SAGEBROOK HOMEOWNERS  
ASSOCIATION

A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporations Act, the Board of Trustees of the Sagebrook Homeowners Association, Inc., hereby amends and restates the Bylaws of Sagebrook Homeowners Association dated April 8, 1998 and adopts and incorporates the following Bylaws of Sagebrook Homeowners Association, Inc. this 16<sup>th</sup> day of JULY, 2008.

Now, therefore, Sagebrook Homeowners Association hereby amends the Bylaws of Sagebrook Homeowners Association dated April 8, 1998 as follows:

1. ARTICLE I is hereby deleted in its entirety and replaced by the following:

ARTICLE I  
NAME AND PRINCIPAL OFFICE

- 1.1 Name. The name of the corporation is Sagebrook Homeowners Association, Inc. The principal office and place of business of the corporation shall be 2076 Mahre Drive, Park City, Utah 84098. The board of Trustees has the full power and authority to change said principal office from one location to another in said county.
2. ARTICLE II is hereby deleted in its entirety and replaced by the following:

ARTICLE II  
MEMBERSHIP AND MEETINGS

- 2.1 Membership. The Members of the Association shall be the owners of lots in Sagebrook development in Summit County, Utah. Membership is deemed appurtenant to each lot and shall pass automatically to the owner of each lot upon conveyance of title.
  - 2.2 Annual Meetings. The annual meeting of the Members of the Association shall be held at a date and time to be decided upon by a majority of the Board of Trustees, so long that at least one annual meeting is held each calendar year. The purpose of the annual meeting is to consider and vote for appropriate or general matters of the Association. The Board of Trustees may change the date, time and place of the annual meeting, so long as Members are given proper notice. If no election of Trustees occurs at the annual meeting, the existing Trustees shall continue to serve until their successors are named.

- 2.3 Special Meetings. Special meetings of the Members may be called by the Board of Trustees, the President of the Board of Trustees, or by the Members of the Association representing not less than 51% of the total voting power of the Association. Any notice of special meeting shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing and delivered to the President.
- 2.4 Place of Meetings. All meetings will be held in Park City, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.
- 2.5 Notice of Meetings. Unless otherwise provided in these Amended and Restated Bylaws, notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to each Member at his/her last known address. Notice will be mailed not less than 30 days nor more than 60 days in advance of the meeting. Any notice will state the time, date, place and purpose of the meeting. The Board of Trustees will give proper notice of any meetings.

Notwithstanding the above, a majority of the Board of Trustees may agree to hold a vote for any issue, including the election of members to the Board of Trustees, by mail. Notice of such a vote will be sent to each Member via regular mail at their last known address, or electronically via email, at their last known email address. Notice of the proposed vote will be sent by mail or email at least 30 days, but not more than 60 days in advance of the date upon which the vote will be held, notifying the Member that the vote will be mailed or emailed to the Member, the date of such mailing, the time within which the Member has to cast his/her vote and the purpose of the vote. A vote on any issue, except for the election of members to the Board of Trustees, will pass if 51% of the total voting power of the Association vote in the affirmative for the issue to be voted upon.

- 2.6 Members of Record. Upon purchasing a lot in the subdivision, each Member shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the lot. The Association may designate a record date, not more than 60 days nor less than 30 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent

to the record date from voting the interest of his predecessor under a written proxy.

- 2.7 Proxies. Each Member entitled to cast a vote shall be entitled to vote by written proxy. All proxies must be in writing, signed by the Member, as shown on the records of the Association. When ownership of a lot is jointly held, the proxy must be signed by all of the joint owners of the Lot. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting. The secretary will make an entry of proxies in the minutes of the meeting.
- 2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each lot that he or she owns. Lots with multiple owners will be entitled to only one vote for that lot, and in the event that the multiple owners of that lot are not able to agree on how to cast the vote, no vote will be cast. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of that lot. In the event of lots held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote. Provided, however, that when a Lender has taken possession of any lot, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor, and shall then be entitled to cast that vote.
- 2.9 Simple Majority. Unless otherwise provided in these Amended and Restated Bylaws, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority (51%) of the total voting power of the Association. All matters, including the election of Trustees, may be voted by secret ballot, by show of hands, by mail, or by such other means as the Board of Trustees shall determine.
- 2.10 Waiver of Irregularities. Any inaccuracies, irregularities or errors in any call for a meeting or notice of meeting, or inaccuracies or irregularities in the acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.
- 2.11 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority (51%) of the total voting power of the Association consent to the action in writing prior to the action being taken.
3. ARTICLE III is hereby deleted and replaced by the following in its entirety:

ARTICLE III  
BOARD OF TRUSTEES

- 3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all power conferred upon them by law, by the Articles of Incorporation, by these Amended and Restated Bylaws, the Declaration of Covenants, Conditions and Restrictions for Sagebrook Homeowners Association, provided, however, that those powers which are specifically reserved to the Members by law or under the Articles of Incorporation shall be exercised only by the Members. The Board may delegate to the Officers, managers or others such of its powers as are appropriately delegated.
- 3.2 Election, Number and Tenure. There shall be five members of the Board of Trustees. Trustees shall be elected at the annual meeting, at a special meeting called for that purpose, or by mail. A vote for the election of members of the Board of Trustees will pass if a majority (51%) of those Members present at the annual meeting or a special meeting called to elect the Board of Trustees vote in the affirmative, or if a majority (51%) of those Members who cast a vote in a vote taken by mail, vote in the affirmative. Each Trustee shall continue to serve according to the term of his/her predecessor until a successor Trustee has been elected and assumed office. Trustees must be residents of the State of Utah.
- 3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 90 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting, and to consider and vote for appropriate or general matters of the Association. The Trustees may meet as often as they see fit. Notice of Board meetings will be given in writing by mail, by email or by telephone not more than 15 days and not less than 5 days prior to the date of the meeting. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may be taken as provided for in these Amended and Restated Bylaws, the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions for Sagebrook. No individual Trustee shall have the authority to act on behalf of the Association without prior written authorization from a majority of the Board.
- 3.4 Deadlock. In the event of a deadlock on the Board, the Board shall submit the matters to the Members for a vote.
- 3.5 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

- 3.6 Resignation or Removal. Any Trustee may resign at any time. Any Trustee may be removed prior to the end of his or her terms of office by an affirmative vote of Members holding at least 51% of total voting power of the Association.
- 3.7 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next annual meeting of the Members. Any such Trustee is to fill the balance of the vacant term which s/he has filled, and will stand for election at the expiration of that term.
- 3.8 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing and signed by a majority of the Board. The Trustees may waive notice of meetings by signing (either electronically or by hand) written waivers prior to the meetings. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.
4. ARTICLE IV is hereby deleted and replaced by the following in its entirety:

ARTICLE IV  
OFFICERS

- 4.1 Number. The Officers of the Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.
- 4.2 Appointment/Tenure. The Officers of the Association will be appointed by the Board of Trustees at their annual meeting, and all Officers will serve at the pleasure of the Board and may be removed by a majority vote of the Board.
- 4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. S/he shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.
- 4.4 Duties of the Vice Presidents. One or more Vice Presidents will perform the duties of the President if the President is not available, and shall perform such other duties as designated by the Board.

- 4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these Amended and Restated Bylaws, to file annual reports, and to perform all other assignments of the Board.
- 4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.
5. ARTICLE V is hereby deleted and replaced by the following in its entirety:

ARTICLE V  
INDEMNIFICATION

- 5.1 Indemnification Against Third Party Actions. The Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee or Officer on behalf of the Association.
- 5.2 Indemnification Against Member Actions. The Association shall defend and indemnify the Officers and Trustees against all actions, claims and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee or Officer on behalf of the Association.
- 5.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, s/he must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. In the event

that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself or one of its Trustees or Officers without presenting the matter to the Members for a vote.

- 5.4 Liability Insurance. The Board shall cause the Association to purchase liability insurance in an amount not less than \$2 million or such greater amount as the Board, at its discretion, may determine to cover general liability of the Association and to specifically cover the indemnity obligations described above.

6. ARTICLE VI is hereby deleted in its entirety and replaced by the following:

ARTICLE VI  
ASSESSMENTS

- 6.1 Assessments. The Association has the power to levy assessments against each lot as necessary to carry out its functions. All assessments will be equal on all lots, whether vacant or improved. Assessments will be made annually and notice will be given to each Member annually showing the total assessments for the current year. Assessments shall be made to meet the anticipated and recurring costs, expenses and other expenditures of the Association, including, but not limited to, the costs of Maintenance Easement and Common Areas maintenance, any water for irrigation of any areas within the control of the Association, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, the costs of complying with and enforcing rights under these covenants, acquisition of liability insurance, working capital, and contingency reserves. The Association will have sole discretion to adjust assessments, billing and penalties as it sees fit, within reason, and provided that notice is given to each Member prior to any adjustments taking place. Special assessments may be levied by a majority vote of the Board of Trustees provided that any such assessments do not exceed 20% of the regular annual assessment amount for the current year. Special assessments to cover unanticipated expenses or for any other purpose that exceed 20% of the annual assessment amount for the current year may only be levied with the approval of a majority (51%) of the total voting power of the Association.
- 6.2 Assessments Constitute Lien, Mortgage Protection. Any validly imposed assessment by the Association shall constitute a lien against the lots in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the state of Utah when any assessment remains unpaid for a period of more than 90 days from the day the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any lot shall have priority from the date that the first Notice of Lien on a specific lot is recorded in the office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against the lot, specifically including any

purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to pay any assessments is a personal obligation of the owner of each lot, and the Association may proceed to collect against the owner, or the prior owner of any lot (in the event of a sale) without any obligation to first take recourse against the lot and improvements to which the lien has been attached. The legal and administrative costs of any foreclosure or non-judicial sale proceeding, interest on all amounts due and owing, and all late fees shall be added to the assessment amount past due and shall constitute part of the assessment. For any overdue assessment, the Board of Trustees may establish an appropriate and reasonable dues collection policy and schedule. No Mortgage or Beneficiary under a Trust Deed who takes title by foreclosure or non-judicial sale, or accepts a deed in lieu of foreclosure or non-judicial sale, shall be held liable for the unpaid assessments of the owner whose lot was acquired by the Mortgage or Beneficiary under a Trust Deed. However, all other successor owners shall be deemed to assume the obligation to pay unpaid assessments on the lot.

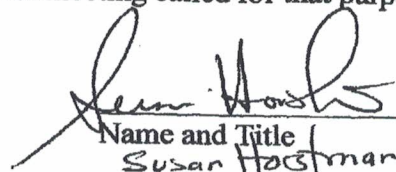
- 6.3 Statement of Account. Any Member may request the Association to provide a statement of his account to any lender or prospective buyer of that lot showing the assessments to be paid in full, or the amount of any past due assessments. The buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

7. ARTICLE VII is hereby added:

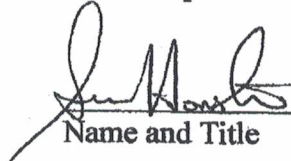
ARTICLE VII  
AMENDMENT

- 7.1 Amendment. The Board of Trustees may further amend these Amended and Restated Bylaws by a majority vote of the entire Board, except to the extent that the Articles of Incorporation, these Amended and Restated Bylaws or state law require otherwise. However, the Board of Trustees may not adopt, amend or repeal any provision herein pertaining to the qualifications, voting rights or property rights of Members and shall not amend or repeal any provision herein which pertains to the termination or forfeiture of Membership unless such provision is approved by the Members in accordance with the requirements under the documents noted in this Section or under Utah law.

These Amended and Restated Bylaws of Sagebrook Homeowners Association were adopted by the Members by a majority vote at a special meeting called for that purpose held on the 1st day of June, 2008.

 Pres.  
Name and Title  
Susan Hostman

IN WITNESS WHEREOF, the undersigned trustee and officer of the corporation signs and verifies these Articles of Amended and Restated Articles of Incorporation this 16 day of July, 2008.

 President  
Name and Title

## **AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF SAGEBROOK HOMEOWNERS ASSOCIATION**

A. The Sagebrook Homeowners Association adopted the Amended and Restated Bylaws of the Sagebrook Homeowners Association on July 16, 2008 (the "Bylaws").

B. Pursuant to Section 7.1 of the Bylaws, approval of a majority vote of the entire Board of Trustees was duly received to adopt the following amendments to the Bylaws.

**NOW, THEREFORE**, the Association hereby amends Section 3.2 of the Bylaws to read as follows:

3.2 Election, Number and Term. There shall be five members of the Board of Trustees. In a Trustee election, the candidate or candidates receiving the most votes shall be elected to the available positions on the Board. The term of a Trustee is two years, except that at the first election held after the adoption of this amendment to the Bylaws, the three candidates receiving the most votes shall serve two-year terms and the two candidates receiving the next most votes shall serve one-year terms. A tie may be decided by any fair method determined by the Board such as drawing from a hat. Thereafter, an election shall be held each year to fill the positions of Trustees whose terms expire that year. Despite the expiration of a Trustee's term, a Trustee continues to serve until the Trustee's successor is elected.

**NOW, THEREFORE**, the Association hereby amends the Bylaws by adding the following entirely new Article VIII to read as follows:

### **ARTICLE VIII NOTICE AND ELECTRONIC MEANS**

#### **8.1 Notice.**

8.1.1. To Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may designate from time to time.

#### 8.1.2. To Owners.

(a) Notice by Electronic Means. In any circumstance where notice or any other document is required or permitted to be provided to the Owners or an Owner, the Association may provide the notice or document by electronic means, including text message, email, or Association website, if the Board deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. The Board

may promulgate rules and procedures facilitating the implementation of this section from time to time, including a requirement that Owners furnish the Association with a current email address.

(b) Sufficient Notice. Any written notice provided by the Association to an Owner shall be deemed effective and received by the Owner when it is sent. "Sent" means mailed, emailed, or hand delivered. "Mailed" means deposited in the US mail, properly addressed, first-class postage prepaid, whether delivery is proved or not. Notice must be properly addressed to such physical or electronic address as given in writing by the Owner to the Board or if no address has been so given, then to the Owner's Lot or to an email address from which the Association has received email correspondence from the Owner. If a Lot is jointly owned, a notice or other document sent to only one of the foregoing physical or electronic addresses is sufficient. If three successive written notices given to an Owner have been returned as undeliverable, further notices to that Owner are not necessary but are deemed effective and received in any event until another address of the Owner is made known to the Association.

**8.2 Conducting Business, Electronic Means.** Notwithstanding any other provision in these Bylaws, any transaction or action involving the business or affairs of the Association, including but not limited to voting (including elections) and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Owner if the Board does so in good faith and has no reason to believe it is not the act of the Owner. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by an Owner or by the Association.

IN WITNESS WHEREOF, Sagebrook Homeowners Association has executed this Amendment to the Bylaws by its authorized officer as of the 14 day of SEPTEMBER, 2021.

**SAGEBROOK HOMEOWNERS ASSOCIATION**  
a Utah nonprofit corporation

Sign: Sharon Friedman

Print Name: Sharon Friedman

Title: HOA President