

Ent 409448 Bk 1123 Pg 1579-1596
Date: 27-FEB-2015 4:44:52PM
Fee: \$232.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS AT LAKE CREEK LLC

BYLAWS
OF
THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.
A Non-Profit Corporation

Recorded on the Property known as The Crossings at Lake Creek,
as more particularly defined on Exhibit A.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I – NAME AND DESIGNATED PLACE OF BUSINESS	1
1.01. Name	1
1.02. Offices	1
ARTICLE II – DEFINITIONS	1
2.01. Definitions	1
ARTICLE III – MEMBERS	1
3.01. Annual Meetings	1
3.02. Special Meetings	2
3.03. Place of Meetings	2
3.04. Notice of Meetings	2
3.05. Members of Record	2
3.06. Quorum	2
3.07. Proxies	3
3.08. Votes	3
3.09. Waiver of Irregularities	3
3.10. Consent by Members	3
ARTICLE IV – MANAGEMENT COMMITTEE	4
4.01. General Powers	4
4.02. Declarant Control Period	4
4.03. Number, Tenure and Qualifications	4
4.04. Regular Meetings	5
4.05. Special Meetings	5
4.06. Quorum and Manner of Acting	5
4.07. Compensation	5
4.08. Resignation and Removal	5
4.09. Vacancies	5
4.10. Consent by Committee Members	6
ARTICLE V – OFFICERS	6
5.01. Number	6
5.02. Election, Tenure and Qualifications	6
5.03. Subordinate Officers	6
5.04. Resignation and Removal	6
5.05. Vacancies	7
5.06. The Chairman	7

TABLE OF CONTENTS

	<u>Page</u>
5.07. The Vice-Chairman.....	7
5.08. The Secretary	7
5.09. The Treasurer	7
5.10. Compensation	7
ARTICLE VI – COMMITTEES	7
6.01. Designation of Committees.....	7
6.02. Proceedings of Committees	8
6.03. Quorum and Manner of Acting.....	8
6.04. Resignation and Removal	8
6.05. Vacancies	8
ARTICLE VII – LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS	8
7.01. No Liability	8
7.02. Indemnification of Directors and Officers.....	9
7.03. Other Rights	9
7.04. Committee Members' Immunity	9
7.05. Advances.....	9
7.06. Insurance	10
7.07. Fidelity Bonds.....	10
7.08. Payments and Premiums.....	10
ARTICLE VIII – FISCAL YEAR AND SEAL	10
8.01. Fiscal Year	10
8.02. Seal.....	10
ARTICLE IX – RULES AND REGULATIONS	10
9.01. Rules and Regulations.....	10
ARTICLE X – AMENDMENT	10
10.01. Amendments	10

BYLAWS
OF
THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.
A Utah Non-Profit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act and the Community Association Act (the "Act"), the Declarant, acting as the Management Committee of The Crossings at Lake Creek Home Owners Association, Inc., a Utah non-profit corporation, hereby adopts the following Bylaws for such non-profit corporation.

ARTICLE I

NAME AND DESIGNATED PLACE OF BUSINESS

1.01. Name. The name of the non-profit corporation is "The Crossings at Lake Creek Home Owners Association, Inc.," hereinafter referred to as the "Association".

1.02. Offices. The initial principal offices of the Association shall be located at 53 S. 600 E., Salt Lake City, Utah 84102. At such time as the location of the principal office changes, the new address shall be updated with the Utah Department of Commerce.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Amended Master Declaration of Covenants, Conditions and Restrictions recorded February 27, 2015, which amended the original filings dated and recorded March 30, 2005 as Entry 281254 at Book 743 Pages 753-803, as well as a filing dated December 1, 2005, and recorded December 2, 2005 as Entry 293151 at Book 810 Pages 115-164, and which may be further amended, is hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01. Annual Meetings. After the Declarant Control Period ends, (and during the Declarant Control Period, if any such meetings are held), the annual meeting of members shall be held in February of each year, for the purpose of electing or appointing and/or announcing members of the Management Committee ("Committee Members") and/or transacting such other business as may come before the meeting. If the election of Committee Members shall not be held in the month designated herein for the annual meeting of the members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Man-

agement Committee may from time to time by resolution change the date and time for the annual meeting of the members.

3.02. Special Meetings. Special meetings of the members may be called by the Management Committee, or upon the written request of members holding not less than thirty-five percent (35%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and which is to be delivered to the Management Committee.

3.03. Place of Meetings. The Management Committee may designate any place in Wasatch or Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all members may designate any place, either within or without the State of Utah, as the place for holding such 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.

3.04. Notice of Meetings. The Management Committee shall cause a final written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than forty-five (45) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her registered address, with first-class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit address shall be deemed to be his or her registered address for purposes of notice hereunder. In the case of multiple Owners per Lot or Townhome, the notice shall be sent to the registered address of the Owner first appearing in an alphabetical list of the Owners. The dissemination of the notice to all multiple Owners from the registered address is the responsibility of the Owners not the Association.

3.05. Members of Record. Upon purchasing a Lot or a Town Home in the Project, each Owner shall promptly furnish to the Association a copy of the recorded deed by which ownership of such Lot or Town Home has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than twenty (20) nor less than ten (10) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association—in a form to be determined by the Management Committee from time-to-time—on such record date as the Owners of record of Lots or Town Homes in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members. Each Owner shall be entitled to the number of votes equivalent to the number of Lots owned. In other words, one vote per Lot.

3.06. Quorum. At any meeting of the members, the members present in person and/or by proxy shall constitute a quorum for the transaction of business.

3.07. Proxies. At each meeting of the members, 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 when the proxy instrument authorizing such proxy to act shall have been executed in writing on the form prepared and/or approved by the Management Committee. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at or before the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. Votes granted by proxy to the "Management Committee" or to the "Association," without identifying or designating an individual, shall be divided equally among the Committee Members present at the meeting and entitled to vote.

3.08. Votes. With respect to each matter submitted to a vote of the members, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote per recorded Lot or Town Home. The total number of votes of all members, after final recording of all lots within the Crossings is currently contemplated to be five hundred and thirty-eight (538); however this number is subject to fluctuation due to the potential for annexing additional property and/or redesigning the plat(s) and in the event of such fluctuation the total number of votes of the members shall be adjusted accordingly. If only one of the multiple Owners of a Lot or Town Home is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Lot or Town Home. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. For Lots with multiple Owners, in the event there is no majority consensus among the Owners, then no vote will be counted. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot or Town Home. The affirmative vote of a majority of the votes entitled to be cast by the members 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 members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. Elections of Committee Members shall be conducted by straight voting, with each member entitled to cast their total number of votes for one candidate. The election of Committee Members shall be by secret ballot.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

3.10. Consent by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed and dated by the members holding two-thirds (2/3) of the votes entitled to vote with respect to the subject matter thereof. Any such consent by members must comply with applicable notice and procedural requirements of the Act.

ARTICLE IV

MANAGEMENT COMMITTEE

4.01. General Powers. The property, affairs and business of the Association shall be managed by its Board of Trustees which shall be known as the Management Committee and individual members of the Management Committee shall be known as "Committee Members". The Management Committee may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, or the Bylaws, or by the Declaration vested solely in the members. The Management Committee may, by written contract, delegate in whole or in part, to a professional management organization and/or person(s) such of its duties, responsibilities, functions and powers as are properly delegable.

4.02. Declarant Control Period. Until the termination of the Declarant Control Period, the Declarant may form an advisory committee and may appoint, remove and replace each of the Committee Members in its sole discretion. Notwithstanding any other provision to the contrary, the Declarant may, during the Declarant Control Period, elect to act as the sole Management Committee member acting with all rights appurtenant to the Management Committee as outlined in the governing documents including acting as a quorum although only one member of the committee has been appointed. Individuals appointed by the Declarant do not need to be members of the Association.

4.03. Number, Tenure and Qualifications. After the Declarant Control Period, the number of members of the Management Committee of the Association shall be not less than three (3) nor more than five (5), as defined by resolution of the Board. Each Committee Member shall serve for a term of two (2) years or until resignation or termination. The number of members during the Declarant Control Period shall be left to the sole discretion of the Declarant, and may simply be the Declarant or its representative. At each annual meeting of the Association, following the end of the Declarant Control Period, the members of the Association shall elect, in accordance with these Bylaws and the Declaration, a number of Committee Members equal to the number of Committee Member(s) whose term is expiring. At the expiration of the terms of office of all Committee Members, successors shall be elected to serve for a term of two (2) years. No election of Committee Members shall be necessary during the Declarant Control Period when all Committee Members will be appointed by the Declarant.

Notwithstanding the foregoing, at the initial election of members following the end of the Declarant Control Period, the Committee Members shall be elected for three-, two-, and one-year terms to create a staggered election cycle. If more than three Committee Members will be elected, two Committee Members will be elected to the two-year term and then two Committee Members to the one-year term. The recipient of the highest number of votes will be elected for a three-year term, the next highest vote recipient(s) will be elected for a two-year term, and the remaining vote recipient(s) for the one-year term. If one or more Committee Members in the initial election are elected by the same number of votes, the length of terms shall be determined by a public coin toss, draw, or other method of chance.

The Management Committee Chairman shall be determined at the initial election as the person with the maximum number of votes. Thereafter, the Chairman shall be voted upon by

the Management Committee at the first regular Management Committee meeting following the election.

4.04 Regular Meetings. The Management Committee may provide by resolution the time and place, within Wasatch or Salt Lake County, State of Utah, for the holding of such regular meetings without other notice than such resolution.

4.05. Special Meetings. Special meetings of the Management Committee may be called by the Management Committee Chairman or at the request of any two (2) Committee Members. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Wasatch County, State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each committee member at his or her registered address, by email, or any other electronic transmission that has been previously approved by the Management Committee (e.g. facsimile). If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any committee member may waive notice of a meeting.

4.06. Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee Members shall act only as a Board, and individual Committee Members shall have no powers as such.

4.07. Compensation. Following the Declarant Control Period, Committee Members shall receive no compensation for any services that he or she may render to the Association as a Committee Member; provided, however, that Committee Members may be reimbursed for expenses incurred in performance of their duties as Committee Members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Committee Members.

4.08. Resignation and Removal. A Committee Member may resign at any time by delivering a written resignation to either the Management Committee Chairman or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. An automatic termination occurs at the time a Committee Member no longer has an ownership interest in the community. Any Committee Member may be removed at any time, for or without cause, by the affirmative vote of sixty percent (60%) of the total votes of the Association at a special meeting of the members duly called for such purpose or at the annual meeting of members.

4.09. Vacancies. If vacancies shall occur in the Management Committee by reason of the death or the resignation of a Committee Member or the Committee Member no longer having an ownership interest in the community, or if the authorized number of Committee Members shall be increased, the Committee Members shall continue to act to fill such vacancies or newly-created positions by a vote of the Committee Members then in office, in any way approved by such Committee Members at the meeting. Any vacancies in the Management Committee

occurring by reason of the members' removal of a Committee Member may be filled by election by the members at the meeting at which such Committee member is removed. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or until the next Annual Meeting per Section 3.01—when the Association can elect a new Committee Member—whichever comes first.

4.10. Consent by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the Committee Members.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be members of the Committee and shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Management Committee. The same individual may simultaneously hold more than one office.

5.02. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee, annually at the first regular meeting of the Management Committee following the annual meeting of members. In the event of failure to choose officers at such meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer shall hold his or her office until the next ensuing regular annual meeting of the Management Committee and until his or her successor shall have been chosen, or until his or her death, or until his or her resignation or removal in the manner provided in these Bylaws, whichever first occurs. If the offices of Chairman, Vice Chairman, and Secretary are vacant for any reason, the duties associated therewith shall be imputed to the Management Committee with the most senior (as measured by election date) Committee Member acting as Chairman, second most senior as Vice Chairman, and next most senior as Secretary; and in such instance Committee Members shall fill the vacancy until the Committee Members vote upon a replacement and such replacement accepts the responsibility to fill the vacant office.

5.03. Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Committee Members.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Chairman or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the unanimous vote of the remaining members of the Management Committee at any time, for or without cause.

5.05 Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly-created offices may be filled by the Management Committee at any regular or special meeting.

5.06 The Chairman. The Chairman shall preside at meetings of the Management Committee and at meetings of the members. He or she shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things the Management Committee may require of him or her.

5.07 The Vice-Chairman. The Vice-Chairman shall take the place of the Chairman and perform his or her duties whenever the Chairman is absent or unable to act. If neither the Chairman nor the Vice-Chairman is able to act, the Management Committee shall appoint some other member of the Management Committee to act in the place of the Chairman, on an interim basis. The Vice-Chairman shall also perform such other duties as shall from time to time be imposed upon him or her by the Management Committee or by the Chairman.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Management Committee may require him or her to keep. He or she shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He or she shall perform such other duties as the Management Committee may require of him or her.

5.09 The Treasurer. The Treasurer shall have control of the funds of the Association and may have custody of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the Chairman to so do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Management Committee. He or she shall perform such other duties as the Management Committee may require of him or her. Written authorization from two members of the Management Committee shall be required for all transactions that exceed the sum of Five Hundred Dollars (\$500.00).

5.10 Compensation. After the Declarant Control Period, no officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Management Committee (Declarant during the Declarant Control Period) may from time to time by resolution designate such supporting 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 two (2) supporting committee members. Unless provided for in the Master Declaration of Covenants, Conditions, and Restrictions, as may be amended from time to time, no supporting

committee member shall receive compensation for services that he or she may render to the Association as a supporting committee member; provided, however, that supporting committee members may be reimbursed for expenses incurred in performance of their duties as supporting committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as supporting committee members. The Management Committee may delegate authority to such subcommittee to act on behalf of the Management Committee provided such delegation is made in writing. The Management Committee reserves the right in its sole discretion at all times—and despite any writing to the contrary—to immediately revoke any such delegation of authority and to create, disband, vacate any position of, and appoint members to any subcommittee. Members of subcommittee shall not have the authority to appoint additional members to any subcommittee unless explicitly authorized to do so by the Management Committee.

6.02 Proceedings of Committees. Each supporting committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such supporting committee may from time to time determine. Each such supporting committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.03 Quorum and Manner of Acting. At each meeting of any supporting committee designated hereunder by the Management Committee, the presence of members constituting a majority of the authorized membership of such supporting committee 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 supporting committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any supporting committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation either to the Chairman, the Management Committee, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, for or without cause, remove any member of any committee designated by it hereunder.

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

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.01 No Liability. Members of the Management Committee and officers of the Association are not personally liable to the Association or its members for civil claims arising from

acts or omissions made in the performance of their duties as Committee Members or officers unless the acts or omissions are the result of intentional misconduct.

7.02 Indemnification of Directors and Officers. No Committee Member, officer, employee or agent of the Association shall be personally liable for any obligations of the Association or for any duties or obligations of the Association arising out of any acts or conduct of the committee member, officer, employee or agent performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person and his or her heirs and administrators who shall serve at any time hereafter as a Committee Member, officer, employee or agent of the Association from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of their having heretofore or hereafter been a Committee Member or officer of the Association, or by reason of any action alleged to have heretofore or hereafter been taken or omitted to have been taken by him or her as such Committee Member, officer, employee or agent and shall reimburse each such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of Utah law; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of their own gross negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which the 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 herein provided for. The Association, its Committee 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.

7.03 Other Rights. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Committee Members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Committee Member, officer, employee or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

7.04 Committee Members' Immunity. The liability of a Committee Member or supporting committee member to the Association or its members for monetary damages due to a breach of fiduciary duty is eliminated. However, there shall be liability: (a) for any breach of a Committee Member's or supporting community member's duty of loyalty to the Association or its members; (b) for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any transaction from which the Committee Member or supporting community member derived an improper personal benefit.

7.05 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Management Committee and upon receipt of an undertaking by or on behalf of the Committee Member, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article.

7.06 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a committee member, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.07 Fidelity Bonds. Committee Members may be covered by fidelity bonds at the discretion of the Management Committee.

7.08 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the common operating fund of the Association.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following.

8.02 Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation, and the words "The Crossings at Lake Creek Home Owners Association, Inc. Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

9.01 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Management Committee, and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENT

10.01. Amendments. These Bylaws may be modified or amended unilaterally by the Declarant at any time prior to the termination of the Declarant Control Period; thereafter these Bylaws may be modified by the affirmative vote or written consent, or any combination thereof, of the majority of the members of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set her hands this 27th day of February, 2015.

Tracey Cannon

THE CROSSINGS AT LAKE CREEK
HOMEOWNERS ASSOCIATION, INC.

By: Wasatch Communities, Inc.

Declarant and Chairman

By: Tracey M. Cannon

Its: President

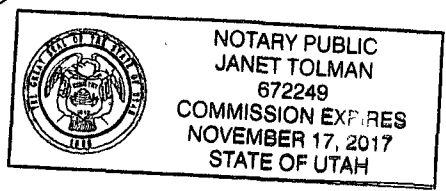
STATE OF UTAH)
 : ss.
COUNTY OF)

On the 27th day of February, 2015, personally appeared before me Tracey M. Cannon, President of Wasatch Communities, Inc., the Declarant and Chairman of The Crossings at Lake Creek Home Owners Association, Inc., who duly acknowledged to me that she executed the same.

Janet Tolman

NOTARY PUBLIC

My Commission Expires: *11-17-17*



2

EXHIBIT A
Property Description

PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE NO. 1 AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #281252 BK 743 PG 598-657, SAID POINT BEING SOUTH 89°48'13" WEST, 6.69 FEET ALONG THE NORTH SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY OF SAID CROSSINGS AT LAKE CREEK PHASE NO. 1 THE FOLLOWING FOURTEEN (14) COURSES: 1) SOUTH 00°10'58" WEST, 694.43 FEET; 2) SOUTH 00°03'02" WEST, 640.01 FEET; 3) SOUTH 88°44'46" EAST, 1037.75 FEET; 4) SOUTH 89°02'56" EAST, 436.10 FEET; 5) NORTH 89°41'24" EAST, 1198.84 FEET; 6) SOUTH 00°05'29" EAST, 370.26 FEET; 7) SOUTH 89°56'57" WEST, 1.19 FEET; 8) SOUTH 00°03'08" EAST, 454.36 FEET; 9) WEST, 203.73 FEET; 10) NORTH, 124.00 FEET; 11) WEST, 275.00 FEET; 12) SOUTH, 323.76 FEET; 13) SOUTH 56°57'01" WEST, 172.79 FEET; 14) WEST, 464.12 FEET TO A POINT ON THE BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE NO. 14 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #331765 BK 959 PG 1922-1951; THENCE ALONG THE BOUNDARY LINE OF SAID THE CROSSINGS AT LAKE CREEK PHASE NO. 14 THE FOLLOWING FIVE THE FOLLOWING TWO (2) COURSES: 1) SOUTH, 843.13 FEET; 2) NORTH 89°40'02" WEST, 252.88 FEET; THENCE ALONG AND LEAVING SAID BOUNDARY LINE SOUTH 00°09'02" WEST, 679.23 FEET; THENCE SOUTH 89°49'53" EAST, 0.25 FEET TO THE NORTHWEST CORNER OF SAGE CREEK FARM AMENDED SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE AS ENTRY #188181 BK 327 PG 116-125; THENCE FOLLOWING THE WEST BOUNDARY LINE OF SAID SAGE CREEK FARM AMENDED SUBDIVISION SOUTH 00°00'57" EAST, 653.90 FEET; THENCE SOUTH 89°43'06" WEST, 492.26 FEET; THENCE NORTH, 288.52 FEET; THENCE SOUTH 89°59'03" WEST, 407.61 FEET; THENCE NORTH, 289.82 FEET; THENCE NORTH 87°10'06" WEST, 60.19 FEET; THENCE SOUTH, 717.96 FEET; THENCE WEST, 689.89 FEET; THENCE NORTH 00°31'08" WEST, 258.08 FEET; THENCE NORTH 89°34'05" WEST, 583.76 FEET TO A POINT ON THE EAST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #317573 BK 935 PG 1360-1389; THENCE ALONG SAID BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 09°21'11" WEST, 1.70 FEET; 2) SOUTH, 348.82 FEET; 3) NORTH 89°48'40" WEST, 236.00 FEET; 4) SOUTH, 348.82 FEET; 5) NORTH 89°49'33" WEST, 965.70 FEET; 6) NORTH 02°38'40" EAST, 14.46 FEET; 7) 18.25 FEET ALONG A 174.96 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 00°20'37" WEST, 18.25 FEET); THENCE NORTH 89°49'30" WEST, 45.46 FEET; THENCE NORTH 08°25'00" WEST, 169.83 FEET; THENCE NORTH 11°47'00" EAST 171.00 FEET; THENCE NORTH 17°14'59" EAST, 293.72 FEET; THENCE SOUTH 66°30'26" EAST, 40.48 FEET; THENCE NORTH 23°29'34" EAST, 26.51 FEET; THENCE 93.50 FEET ALONG A 129.40 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST, 91.48 FEET); THENCE NORTH 17°54'25" WEST, 162.12 FEET; THENCE 123.77 FEET

ALONG A 252.30 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST, 122.53 FEET); THENCE NORTH 10°11'59" EAST, 276.19 FEET; THENCE SOUTH 89°56'33" EAST, 50.01 FEET; THENCE NORTH 00°09'09" EAST, 277.16 FEET; THENCE NORTH 13°53'24" EAST, 92.00 FEET; THENCE NORTH 76°09'17" WEST, 15.23 FEET; THENCE NORTH 17°11'51" EAST, 16.55 FEET; THENCE NORTH 19°01'35" EAST, 151.58 FEET; THENCE NORTH 03°06'46" EAST, 241.47 FEET; THENCE NORTH 08°12'05" EAST, 601.48 FEET; THENCE SOUTH 89°59'38" WEST 945.27 FEET; THENCE NORTH 0°38'45" EAST 620.17 FEET; THENCE SOUTH 89°50'51" EAST 777.27 FEET; THENCE NORTH 0°09'09" EAST 424.73 FEET; THENCE NORTH 89°58'01" EAST 1182.63 FEET TO A POINT ON THE BOUNDARY OF SAID CROSSINGS AT LAKE CREEK PHASE NO. 1; THENCE ALONG SAID BOUNDARY OF CROSSINGS AT LAKE CREEK PHASE NO. 1 THE FOLLOWING FOUR (4) COURSES: 1) NORTH 00°10'01" WEST, 1555.10 FEET; 2) NORTH 00°02'03" WEST, 372.33 FEET; 3) SOUTH 87°14'44" EAST, 331.06 FEET; 4) THENCE 387.95 FEET ALONG A 1061.71 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°46'39" EAST, 385.80 FEET); 12) SOUTH 66°18'34" EAST, 15.90 FEET; 13) SOUTH 00°08'04" WEST, 226.29 FEET TO THE POINT OF BEGINNING.

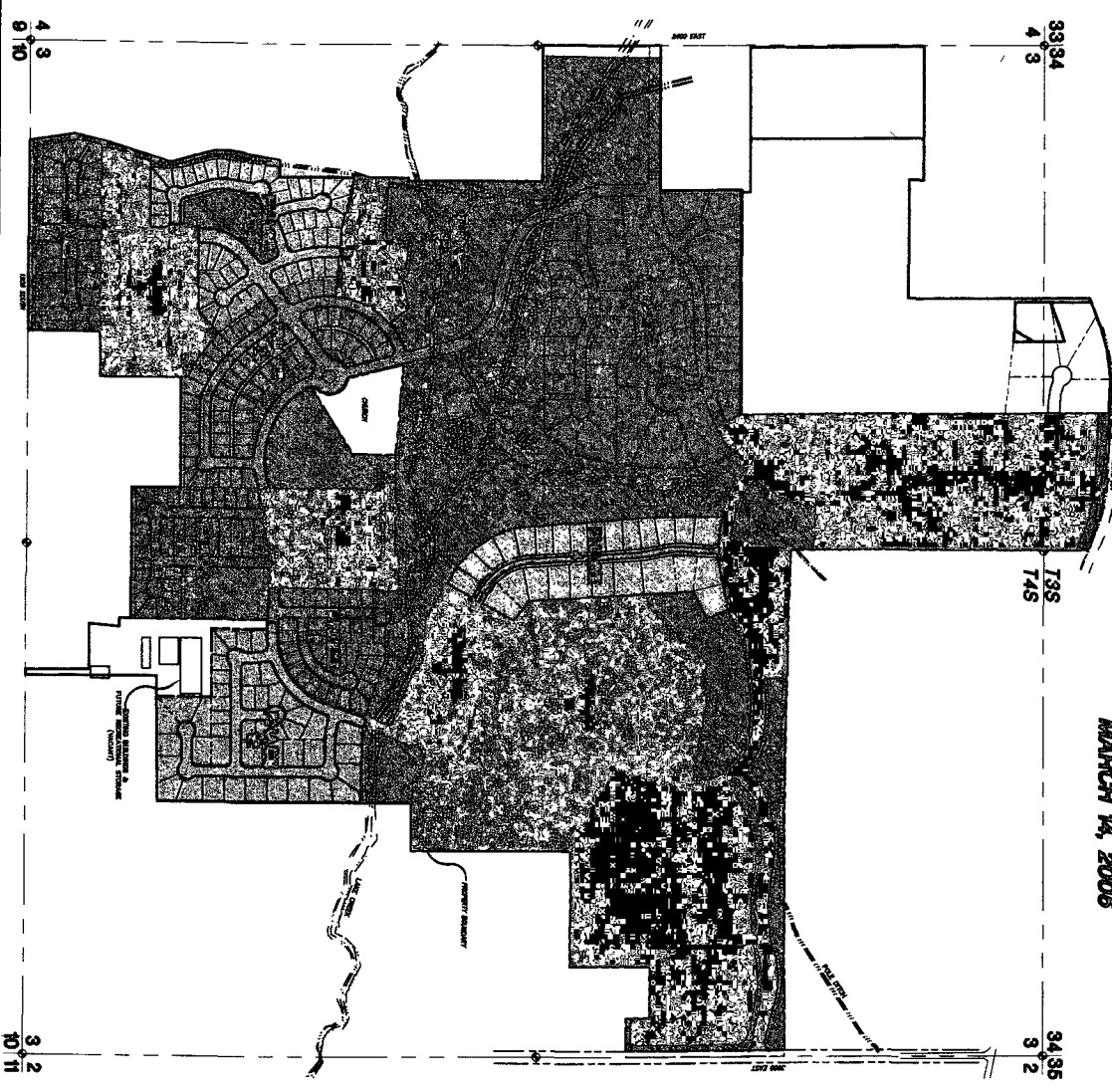
CONTAINS: 326.91± ACRES

P:\CROSSINGS\CAD\MASTERPLAN\PHASING PLAN-OPENSOURCE.dwg 3/14/2005 5:33:41 PM MST

THE CROSSINGS AT LAKE CREEK

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

MARCH 14, 2006



THE CROSSINGS AT LAKE CREEK	
NO.	DESCRIPTION
1	LAKE CREEK DRIVE
2	SUNSET DRIVE
3	LOT 1
4	LOT 2
5	LOT 3
6	LOT 4
7	LOT 5
8	LOT 6
9	LOT 7
10	LOT 8
11	LOT 9
12	LOT 10
13	LOT 11
14	LOT 12
15	LOT 13
16	LOT 14
17	LOT 15
18	LOT 16
19	LOT 17
20	LOT 18
21	LOT 19
22	LOT 20
23	LOT 21
24	LOT 22
25	LOT 23
26	LOT 24
27	LOT 25
28	LOT 26
29	LOT 27
30	LOT 28
31	LOT 29
32	LOT 30
33	LOT 31
34	LOT 32
35	LOT 33
36	LOT 34
37	LOT 35
38	LOT 36
39	LOT 37
40	LOT 38
41	LOT 39
42	LOT 40
43	LOT 41
44	LOT 42
45	LOT 43
46	LOT 44
47	LOT 45
48	LOT 46
49	LOT 47
50	LOT 48
51	LOT 49
52	LOT 50
53	LOT 51
54	LOT 52
55	LOT 53
56	LOT 54
57	LOT 55
58	LOT 56
59	LOT 57
60	LOT 58
61	LOT 59
62	LOT 60
63	LOT 61
64	LOT 62
65	LOT 63
66	LOT 64
67	LOT 65
68	LOT 66
69	LOT 67
70	LOT 68
71	LOT 69
72	LOT 70
73	LOT 71
74	LOT 72
75	LOT 73
76	LOT 74
77	LOT 75
78	LOT 76
79	LOT 77
80	LOT 78
81	LOT 79
82	LOT 80
83	LOT 81
84	LOT 82
85	LOT 83
86	LOT 84
87	LOT 85
88	LOT 86
89	LOT 87
90	LOT 88
91	LOT 89
92	LOT 90
93	LOT 91
94	LOT 92
95	LOT 93
96	LOT 94
97	LOT 95
98	LOT 96
99	LOT 97
100	LOT 98
101	LOT 99
102	LOT 100

THE CROSSINGS AT LAKE CREEK L.L.C.
WASATCH, UTAH



THE CROSSINGS AT LAKE CREEK
MASTER PHASING PLAN W/OPEN SPACE

NO.	REVISIONS	BY	DATE
1			
2			

